

**LeClairRyan**

*A Professional Corporation*

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Attorneys for Plaintiff, Travelodge Hotels, Inc.

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

_____	:	
TRAVELODGE HOTELS, INC., a Delaware	:	
Corporation,	:	
	:	Civil Action No. 14-
Plaintiff,	:	
v.	:	
	:	<b>VERIFIED</b>
	:	<b>COMPLAINT</b>
BAPU CORPORATION, a New Jersey	:	
Corporation; and HARSHAD PATEL, an	:	
individual;	:	
	:	
Defendants.	:	
	:	
_____	:	

Plaintiff Travelodge Hotels, Inc., by its attorneys, LeClairRyan, complaining of defendants Bapu Corporation and Harshad Patel, says:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff Travelodge Hotels, Inc. (“THI”) is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Parsippany, New Jersey.
2. Defendant Bapu Corporation (“Bapu”), on information and belief, is a corporation organized and existing under the laws of the State of New Jersey, with its principal place of business at 2735 Route 22 West, Union, New Jersey 07083.

3. Defendant Harshad Patel (“Patel”), on information and belief, is a principal of Bapu and a citizen of the State of New Jersey, residing at 2735 Route 22 West, Union, New Jersey 07083.

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338, 15 U.S.C. § 1121 and, with respect to certain claims, 28 U.S.C. § 1367.

5. This Court has personal jurisdiction over Bapu by virtue of, among other things, section 17.6.3 of the December 21, 2005 license agreement by and between Bapu and THI (the “License Agreement”), described in more detail below, pursuant to which Bapu has consented “to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey . . . .”

6. This Court has personal jurisdiction over Patel by virtue of, among other things, the terms of a guaranty (the “Guaranty”), described in more detail below, pursuant to which Patel acknowledged that he was personally bound by section 17 of the License Agreement.

7. Venue is proper in this District pursuant to section 17.6.3 of the License Agreement, inasmuch as that provision contains an express waiver by Bapu of any objection to venue in this District.

### **ALLEGATIONS COMMON TO ALL COUNTS**

#### The Travelodge® Marks

8. THI is one of the largest guest lodging facility franchise systems in the United States, and is widely known as a provider of guest lodging facility services.

9. THI owns and has the exclusive right to license the use of the service mark TRAVELODGE® and various related trade names, trademarks and service marks (certain of

which are on the principal register of the United States Patent and Trademark Office), logos, and derivations thereof (the “Travelodge® Marks”), as well as the distinctive Travelodge® System, which provides guest lodging services to the public under the Travelodge® name and certain services to its licensees, including a centralized reservation system, advertising, publicity, and training services.

10. THI or its predecessors first used the TRAVELODGE® mark in 1939 and the Travelodge® Marks are in full force and effect. Certain of the registered Travelodge® Marks are incontestable pursuant to 15 U.S.C. § 1065.

11. THI has given notice to the public of the registration of the Travelodge® Marks as provided in 15 U.S.C. § 1111.

12. THI uses or has used the names “Travelodge” and “Thriftlodge,” among others, as abbreviations of its brand name.

13. Through its franchise system, THI markets, promotes, and provides services to its guest lodging licensees throughout the United States. In order to identify the origin of their guest lodging services, THI allows its licensees to utilize the Travelodge® Marks and to promote the Travelodge® brand name.

14. THI has invested substantial effort over a long period of time, including the expenditure of millions of dollars, to develop goodwill in its trade names and service marks to cause consumers throughout the United States to recognize the Travelodge® Marks as distinctly designating THI guest lodging services as originating with THI.

15. The value of the goodwill developed in the Travelodge® Marks does not admit of precise monetary calculation, but because THI is one of the largest guest lodging facility

franchise systems in the United States and is widely known as a provider of guest lodging facility services, the value of THI's goodwill exceeds hundreds of millions of dollars.

16. The Travelodge® Marks are indisputably among the most famous in the United States.

The Agreements Between The Parties

17. On or about December 21, 2005, THI entered into the License Agreement with Bapu for the operation of a 98-room Travelodge® guest lodging facility located at 2735 Route 22 West, Union, New Jersey 07083, Site No. 07899-82109-05 (the "Facility"). A true copy of the License Agreement is attached hereto as Exhibit A.

18. Pursuant to section 5 of the License Agreement, Bapu was obligated to operate a Travelodge® guest lodging facility for a fifteen-year term, during which time Bapu was permitted to use the Travelodge® Marks in association with the operation and use of the Facility as part of THI's franchise system.

19. Pursuant to section 7, section 18.1, and Schedule C of the License Agreement, Bapu was required to make certain periodic payments to THI for royalties, system assessment fees, taxes, interest, and other fees (collectively, "Recurring Fees").

20. Pursuant to section 7.3 of the License Agreement, Bapu agreed that interest is payable "on any past due amount payable to [THI] under this [License] Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid."

21. Pursuant to section 3.8 of the License Agreement, Bapu was required to prepare monthly reports disclosing, among other things, the amount of gross room revenue earned by

Bapu at the Facility in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to THI.

22. Pursuant to section 3.8 of the License Agreement, Bapu agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.8 and 4.8 of the License Agreement, Bapu agreed to allow THI to examine, audit, and make copies of the entries in these books, records, and accounts.

23. Pursuant to section 11.2 of the License Agreement, THI could terminate the License Agreement, with notice to Bapu, for various reasons, including Bapu's (a) failure to pay any amount due THI under the License Agreement, (b) failure to remedy any other default of its obligations or warranties under the License Agreement within 30 days after receipt of written notice from THI specifying one or more defaults under the License Agreement, and/or (c) receipt of two or more notices of default under the License Agreement in any one year period, whether or not the defaults were cured.

24. Pursuant to section 12.1 of the License Agreement, Bapu agreed that, in the event of a termination of the License Agreement pursuant to section 11.2, it would pay liquidated damages to THI in accordance with a formula specified in the License Agreement.

25. Section 18.6 of the License Agreement specifically set liquidated damages for the Facility at the lesser of "(i) the average monthly fees that accrued under Section 7.1 or Section 18.1, whichever applies, during the 24 full calendar months preceding the month (or the number of months since the opening date, whichever is less) in which Termination occurs, multiplied by 24; or (ii) the product of \$1,000 multiplied by the number of guest rooms you are then authorized to operate under Schedule B of this Agreement, as amended."

26. Section 13 of the License Agreement specified Bapu's obligations in the event of a termination of the License Agreement, including its obligation to immediately cease using all of the Travelodge® Marks.

27. Pursuant to section 17.4 of the License Agreement, Bapu agreed that the non-prevailing party would "pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this [License] Agreement or collect amounts owed under this [License] Agreement."

28. Effective as of the date of the License Agreement, Patel provided THI with a Guaranty of Bapu's obligations under the License Agreement. A true copy of the Guaranty is attached hereto as Exhibit B.

29. Pursuant to the terms of the Guaranty, Patel agreed, among other things, that upon a default under the License Agreement, he would "immediately make each payment and perform or cause [Bapu] to perform, each unpaid or unperformed obligation of [Bapu] under the [License] Agreement."

30. Pursuant to the terms of the Guaranty, Patel agreed to pay the costs, including reasonable attorneys' fees, incurred by THI in enforcing its rights or remedies under the Guaranty or the License Agreement.

#### The Defendants' Defaults and Termination

31. Babu has repeatedly failed to meet its financial obligations under the License Agreement.

32. By letter dated July 3, 2013, a true copy of which is attached hereto as Exhibit C, THI advised Bapu that (a) it was in breach of the License Agreement because it owed THI approximately \$61,034.37 in outstanding Recurring Fees, (b) it had 10 days within which to cure

this monetary default in accordance with the License Agreement, and (c) if the default was not cured, then the License Agreement might be subject to termination.

33. By letter dated October 11, 2013, a true copy of which is attached hereto as Exhibit D, THI advised Bapu that (a) it was in breach of the License Agreement because it owed THI approximately \$74,821.34 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default in accordance with the License Agreement, and (c) if the default was not cured, then the License Agreement might be subject to termination.

34. By letter dated January 2, 2014, a true copy of which is attached as Exhibit E, THI terminated the License Agreement, effective March 3, 2014, and advised Bapu that (a) it must de-identify the Facility within 10 days of the date of termination, (b) it was required to pay to THI as liquidated damages for premature termination the sum of \$43,725.12 as required under the License Agreement, and (c) demand was made for all outstanding Recurring Fees through the date of termination.

35. The termination of the License Agreement precludes Bapu from any further use of the Travelodge® Marks in or around the Facility.

36. The termination of the License Agreement precludes Bapu from any further use of the Travelodge® Marks to induce the traveling public to use the Facility in any way.

37. Since the termination of the License Agreement, Bapu has continued to use the Travelodge® Marks to induce the traveling public to rent guest rooms at the Facility.

38. Since the termination of the License Agreement, Bapu has used the Travelodge® Marks without authorization to rent rooms through, among other things, continuing to identify the Facility as a Travelodge® guest lodging facility in response to telephone inquiries.

39. Bapu has continued to misuse the Travelodge® Marks despite receiving notification from THI to cease and desist from the misuse of the Travelodge® Marks.

**FIRST COUNT**

40. THI repeats and makes a part hereof each and every allegation set forth in paragraphs 1 through 39 of the Verified Complaint.

41. Section 32 of the Lanham Act, 15 U.S.C. § 1114(1)(a), provides in pertinent part that “[a]ny person who shall, without the consent of the registrant — use in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive . . . shall be liable in a civil action by the registrant . . . .”

42. Bapu marketed, promoted, and rented, and continues to market, promote, and rent rooms at the Facility through the unauthorized use of the Travelodge® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers, in violation of Section 32 of the Lanham Act.

43. Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), provides in pertinent part that “[a]ny person who, on or in connection with any goods or services . . . uses in commerce any word, term, name, symbol . . . or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake, or to deceive as to affiliation . . . or as to the origin, sponsorship, or approval of . . . goods and/or services . . . shall be liable in a civil action . . . .”

44. The acts of Bapu in marketing, promoting, and renting rooms at the Facility, through and with the Travelodge® Marks, constitute:



- a) a false designation of origin;
- b) a false and misleading description of fact; and
- c) a false and misleading representation of fact;

that caused and are likely to continue to cause confusion, or to cause mistake, or deception, as to the affiliation of Bapu's Facility with THI, and to cause confusion, or to cause mistake, or deception, to the effect that THI sponsors or approves of the guest lodging services that Bapu provides at the Facility, all in violation of Section 43(a) of the Lanham Act.

45. Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), provides in pertinent part that "[t]he owner of a famous mark shall be entitled, subject to the principles of equity and upon such terms as the court deems reasonable, to an injunction against another person's commercial use in commerce of a mark or trade name, if such use begins after the mark has become famous and causes dilution of the distinctive quality of the mark, and to obtain such other relief as is provided in this subsection."

46. Bapu's use of the Travelodge® Marks in connection with goods and services at the Facility, after the Travelodge® Marks became famous, caused and will continue to cause dilution and disparagement of the distinctive quality of the Travelodge® Marks, and lessened and will continue to lessen the capacity of the Travelodge® Marks to identify and distinguish the goods and services of THI, all in violation of Section 43(c) of the Lanham Act.

47. Bapu's on-going acts of infringement in violation of Sections 32, 43(a), and 43(c) of the Lanham Act are malicious, fraudulent, willful, and deliberate.

48. Bapu's on-going acts of infringement in violation of Sections 32, 43(a), and 43(c) of the Lanham Act have inflicted and continue to inflict irreparable harm on THI.

49. THI has no adequate remedy at law.

50. No previous injunctive relief has been awarded with respect to this matter in this case or any other case.

**WHEREFORE**, pursuant to 15 U.S.C. §§ 1114, and 1125(a) & (c), THI demands judgment against Bapu:

a) Preliminarily and permanently restraining and enjoining Bapu, its affiliates, subsidiaries, officers, agents, servants, employees and attorneys, and all those who act in concert or participation with them, from marketing, promoting, or selling guest lodging services at the Facility through and with the Travelodge® Marks; and

b) Granting compensatory damages, treble damages, attorneys' fees, prejudgment interest, costs of suit, and such other and further relief as this Court shall deem just and proper.

### **SECOND COUNT**

51. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 50 of the Verified Complaint.

52. Pursuant to sections 3.8 and 4.8 of the License Agreement, Bapu agreed to allow THI to examine, audit, and make copies of Bapu's financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

53. Bapu has engaged in acts and practices, as described, which amount to infringement of the Travelodge® Marks in an unlawful, unfair, and fraudulent manner which is likely to confuse the public.

54. As a result, Bapu owes restitution and the disgorgement of profits, in an amount unknown to THI, and which amount cannot be ascertained without an accounting of the receipts

and disbursements, profit and loss statements, and other financial materials, statements and books from Bapu.

**WHEREFORE**, THI demands judgment ordering that Bapu account to THI for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility through and with the Travelodge® Marks.

### **THIRD COUNT**

55. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 54 of the Verified Complaint.

56. On January 2, 2014, THI terminated the License Agreement, effective March 3, 2014, due to Bapu's repeated failure to meet its financial obligations under the License Agreement.

57. Sections 12.1 and 18.6 of the License Agreement provide that, in the event of termination of the License Agreement due to action of the Licensee, Bapu shall pay liquidated damages to THI within 30 days of termination.

58. As a result of the termination of the License Agreement, Bapu is obligated to pay THI liquidated damages in the amount of \$43,725.12, as calculated pursuant to sections 12.1 and 18.6 of the License Agreement.

59. Notwithstanding THI's demand for payment, Bapu has failed to pay THI the liquidated damages as required in sections 12.1 and 18.6 of the License Agreement.

60. THI has been damaged by Bapu's failure to pay liquidated damages.

**WHEREFORE**, THI demands judgment against Bapu for liquidated damages in the amount of \$43,725.12, together with interest, attorneys' fees, and costs of suit.

**FOURTH COUNT**

61. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 60 of the Verified Complaint.

62. By virtue of the premature termination of the License Agreement, THI sustained a loss of future revenue over the remainder of the fifteen year term of the License Agreement.

63. If the Court determines that Bapu is not liable to pay THI liquidated damages as required by sections 12.1 and 18.6 of the License Agreement then, in the alternative, Bapu is liable to THI for actual damages for the premature termination of the License Agreement.

64. THI has been damaged by Bapu's breach of its obligation to operate a Travelodge® guest lodging facility for the remaining term of the License Agreement.

**WHEREFORE**, THI demands judgment against Bapu for actual damages in an amount to be determined at trial, together with interest, attorneys' fees, and costs of suit.

**FIFTH COUNT**

65. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 64 of the Verified Complaint.

66. Pursuant to section 7, section 18.1, and Schedule C of the License Agreement, Bapu was obligated to remit Recurring Fees to THI.

67. Despite its obligation to do so, Bapu failed to remit certain of the Recurring Fees due and owing under the License Agreement, in the current amount of \$118,542.16.

68. Bapu's failure to remit the agreed Recurring Fees constitutes a breach of the License Agreement and has damaged THI.

**WHEREFORE**, THI demands judgment against Bapu for the Recurring Fees due and owing under the License Agreement, in the current amount of \$118,542.16, together with interest, attorneys' fees, and costs of suit.

**SIXTH COUNT**

69. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 68 of the Verified Complaint.

70. At the time of the termination of the License Agreement, Bapu was obligated to pay THI Recurring Fees.

71. Despite its obligation to do so, Bapu failed to pay certain of the Recurring Fees due and owing under the License Agreement, in the current amount of \$118,542.16.

72. In addition, Bapu benefited from its wrongful use of the Travelodge® Marks after termination of the License Agreement and paid no royalty or other Recurring Fees to THI in return for that benefit.

73. Bapu's failure to compensate THI constitutes unjust enrichment and has damaged THI.

**WHEREFORE**, THI demands judgment against Bapu for the Recurring Fees due and owing under the License Agreement, in the current amount of \$118,542.16, together with interest, attorneys' fees, costs of suit, and all royalties and other Recurring Fees that should be paid to compensate THI for the period during which Bapu misused the Travelodge® Marks and was thereby unjustly enriched, together with interest and costs of suit.

**SEVENTH COUNT**

74. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 73 of the Verified Complaint.

75. Pursuant to the terms of the Guaranty, Patel agreed, among other things, that upon a default under the License Agreement, he would immediately make each payment and perform each obligation required of Bapu under the License Agreement.

76. Despite their obligation to do so, Patel has failed to make any payments or perform or cause Bapu to perform each obligation required under the License Agreement.

77. Pursuant to the Guaranty, Patel is liable to THI for Bapu's liquidated damages in the amount of \$43,725.12, or actual damages in an amount to be determined at trial, and Bapu's Recurring Fees due and owing under the License Agreement, in the current amount of \$118,542.16, and for those additional Recurring Fees attributable to the period during which Bapu has misused the Travelodge® Marks.

**WHEREFORE**, THI demands judgment against Patel for damages in the amount of:

- a) All liquidated damages or actual damages and Recurring Fees due and owing under the License Agreement, together with interest, attorneys' fees, and costs of suit; and
- b) All profits, royalties, and other Recurring Fees that should be paid to compensate THI for the period during which Bapu misused the Travelodge® Marks and was thereby unjustly enriched, together with interest, attorneys' fees, and costs of suit.

#### **EIGHTH COUNT**

78. THI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 77 of the Verified Complaint.

79. On January 2, 2014, THI terminated the License Agreement, effective March 3, 2014, due to Bapu's repeated failure to meet its financial obligations under the License Agreement.

80. Section 13.2 of the License Agreement provides that, when the License Agreement is terminated, THI has the right to “without prior notice enter the Facility, and any other parcels, . . . and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that [Bapu] [has] not removed or obliterated within five days after termination.”

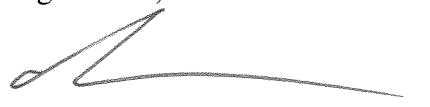
81. Bapu continues to market, promote, and rent rooms at the Facility through the unauthorized use of the Travelodge® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers.

82. Bapu’s unauthorized use of the Travelodge® Marks has inflicted and continues to inflict irreparable harm on THI.

**WHEREFORE**, THI demands judgment declaring that THI, or its authorized agent, has the right, without prior notice to Defendants, to enter the property at the Facility and remove any and all exterior signage, exterior items and other exterior materials displaying the Travelodge® Marks.

**LeClairRyan**  
Attorneys for Plaintiff,  
Travelodge Hotels, Inc.

By: \_\_\_\_\_



**BRYAN P. COUCH**

Dated: \_\_\_\_\_


11/13/14

**CERTIFICATION PURSUANT TO L. CIV. R. 11.2**

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

**LeClairRyan**  
Attorneys for Plaintiff,  
Travelodge Hotels, Inc.

By: \_\_\_\_\_

  
**BRYAN P. COUCH**

Dated: 11/13/14



**VERIFICATION**

STATE OF NEW JERSEY     )  
  ) ss:  
COUNTY OF MORRIS     )

**SUZANNE FENIMORE**, of full age, being duly sworn according to law, upon her oath, deposes and says:

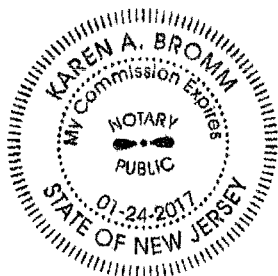
I am Senior Director of Contracts Compliance for Travelodge Hotels, Inc., which is plaintiff in this action.

I have read the foregoing Verified Complaint and all the allegations contained therein. Except as to allegations alleged upon information and belief, which allegations I believe to be true, all the allegations in the Verified Complaint are true based on my personal knowledge, the records of THI and/or information available through employees of THI.

  
\_\_\_\_\_  
**SUZANNE FENIMORE**

Sworn and subscribed to before  
me this 6<sup>th</sup> day of Nov., 2014

  
\_\_\_\_\_  
NOTARY PUBLIC



# EXHIBIT A

Location: UNION, NJ  
Entity No. 82109  
Unit No.: 7899

**TRAVELODGE HOTELS, INC.  
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement"), dated 12-21, 2005 is between **TRAVELODGE HOTELS, INC.**, a Delaware corporation ("we", "our" or "us"), and **BAPU CORPORATION**, a New Jersey corporation ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

**1. License.** We own the right to use and to sublicense certain trade names, trademarks and service marks including the Marks and the distinctive Travelodge System for providing transient guest lodging services to the public under the "**Travelodge**" and "**Thriftlodge**" names and certain services to its licensees, including the Reservation System, advertising, marketing and training services. We have the exclusive right to license and franchise to you the distinctive "Travelodge" System for providing transient guest lodging services. We grant to you and you accept the License, effective and commencing on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. You will call the Facility a **Travelodge**. We may direct you to change the primary designation if a change in System Standards so requires. You may adopt additional or secondary geographic designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion. You shall not affiliate or identify the Facility with another franchise system, reservation system, brand, cooperative or registered mark during the Term.

**2. Travelodge/Thriftlodge Franchisee Advisory Association.**

**2.1 Membership.** You automatically become eligible to elect a representative from your region to the Travelodge/Thriftlodge Franchisee Advisory Association ("TTFAA") or any successor organization. The board of TTFAA may consider and discuss common issues relating to advertising and operation of facilities in the System and make recommendations to us regarding such issues and other matters. We may discontinue or restructure TTFAA or its successor at any time.

**2.2 Annual Conference.** A Chain conference is held each year. We will determine the conference date and location after consultation with the TTFAA board. You will pay not less than one "Conference Registration Fee" for each Chain Facility you own. When you pay the Conference Registration Fee, you may send your representative to the conference. Additional Facility representatives may attend subject to conference policies and after payment of an additional Conference Registration Fee for each such additional attendee. You will pay the costs of transportation, lodging and meals (except those we provide as part of the Conference) for your attendees.

**3. Your Improvement and Operating Obligations.** Your obligations to improve, operate and maintain the Facility are:

**3.1 Improvements.** You must select and acquire the Location and acquire, equip and supply the Facility in accordance with System Standards. You must provide us with proof that you own or

lease the Facility before [redacted] within 30 days after the Effective Date. [redacted] You must begin renovation of the Facility no later than thirty (30) days after the Effective Date. The deadline for completing the pre-opening phase of conversion and renovation, when the Facility must score 200 or fewer points under our quality assurance inspection system (or equivalent score under a successor quality assurance scoring system we employ), and be ready to open for business under the System, is ninety (90) days after the Effective Date. All renovations will comply with System Standards, any Approved Plans, Schedule B and any Punch List attached to this Agreement. Your general contractor or you must carry the insurance required under this Agreement during renovation. You must complete the pre-opening renovation specified on the Punch List and the Facility must pass its pre-opening quality assurance inspection with a score of 200 or fewer points (or equivalent score under a successor quality assurance scoring system we employ), before we consider the Facility to be ready to open under the System. You must complete renovation and improvement of the Facility after the Opening Date if the Punch List requires. We may, in our sole discretion, terminate this Agreement by giving written notice to you (subject to applicable law) if (1) you do not commence or complete the pre-opening or post-opening improvements of the Facility by the dates specified in this Section, or (2) you prematurely identify the Facility as a Chain Facility or begin operation under the System name described in Schedule B in violation of Section 3.3 and you fail to either complete the pre-opening Improvement Obligation or cease operating and/or identifying the Facility under the Marks and System within five days after we send you written notice of default. Time is of the essence for the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. You will pay us a non-refundable extension fee of \$2.00 per room for each day of any extension of the deadline for completing pre-opening improvements. This fee will be payable to us after each 30 days of the extension. You will pay us the balance of the extension fee outstanding when the Facility opens under the System 10 days after the Opening Date. The grant of an extension will not waive any other default existing at the time the extension is granted.

**3.2 Improvement Plans.** You will create plans and specifications for the work described in Section 3.1 (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. We will not be liable to your lenders, contractors, employees, guests, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

**3.3 Pre-Opening.** You may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our approval or as permitted under and strictly in accordance with the System Standards Manual. If you identify the Facility as a Chain Facility or operate the Facility under a Mark before the Opening Date without our express written consent, then in addition to our remedies under Sections 3.1 and 11.2, you will begin paying the Royalty to us, as specified in Section 7.1, from the date you identify or operate the Facility using the Mark. We may delay the Opening Date until you pay the Royalty accruing under this Section.

**3.4 Operation.** You will operate and maintain the Facility continuously after the Opening Date on

a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with the law and System Standards. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards. The Facility will be managed by either a management company or an individual manager with significant training and experience in general management of similar lodging facilities. The Facility will accept payment from guests by all credit and debit cards we designate in the System Standards Manual. You may add to or discontinue the amenities, services and facilities described in Schedule B, or lease or subcontract any service or portion of the Facility, only with our prior written consent which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility.

**3.5 Training.** You, or a person with executive authority if you are an entity, and the Facility's general manager, or other representative who exercises day to day operational authority, will attend the training programs described in Section 4.1 we designate as mandatory for licensees and general managers. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay for all travel, lodging, meals and compensation expenses of the people you send for training programs, the cost of training materials and other reasonable charges we may impose for training under Section 4.1, and all travel, lodging, meal and facility and equipment rental expenses of our representatives if training is provided at the Facility.

**3.6 Marketing.** You will participate in System marketing programs, including the Directory, the Reservation System and guest loyalty programs. These programs may require, among other things, offering discounts from your room rates at the Facility for certain club or association members, paying the redemption value of "Miles" or award points issued to your guests under the Travelodge guest loyalty programs, and purchasing certain promotional materials we specify. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You authorize us to offer and sell reservations for rooms and services at the Facility according to the rules of participation and System Standards. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, outdated or misleading advertising materials if we so request.

**3.6.1** You will participate in any regional marketing, training or management alliance or cooperative of Chain licensees formed to serve the Chain Facilities in your area. We may assist the cooperative collect contributions. You may be excluded from cooperative programs and benefits if you don't participate in all cooperative programs according to their terms, including making payments and contributions when due.

**3.6.2** The Facility must participate in our Chain-wide Internet marketing activities like other marketing programs. You shall provide us with information and photographs of the Facility in accordance with System Standards for posting on the Chain website. The content you provide us or use yourself for any Internet marketing must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet marketing material for the Facility you use, authorize, display or provide to conform to System Standards. You will discontinue any Internet



marketing that conflicts, in our reasonable discretion, with Chain-wide Internet marketing activities. You must honor the terms of any participation agreement you sign for Internet marketing. You shall pay when due any fees, commissions, charges and reimbursements relating to Internet marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis, provided that the activities carry aggregate fees per transaction of not more than the sum of the full agent commission specified on Schedule C for sales agents, plus 10% of the Chain's reported average daily rate for the preceding calendar year. We may suspend the Facility's participation in Internet marketing activity if you default under this Agreement.

**3.7 Governmental Matters.** You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings. You will comply with all applicable federal, state and local laws, regulations and orders applicable to you and/or the Facility, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

### **3.8 Financial Books & Records; Audits.**

**3.8.1** The Facility's transactions must be timely and accurately recorded in accounting books and records prepared on an accrual basis compliant with generally accepted accounting principles of the United States ("GAAP") and consistent with the most recent edition of the Uniform System of Accounts for the Lodging Industry published by the American Hotel & Motel Association, as modified by this Agreement and System Standards. You acknowledge that your accurate accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.

**3.8.2** We may notify you of a date on which we propose to audit the Facility's books and records. You will be deemed to confirm our proposed date unless you follow the instructions with the audit notice for changing the date. You need to inform us where the books and records will be produced. You need to produce for our auditors at the confirmed time and place for the audit the books, records, tax returns and financial statements relating to the Facility for the applicable accounting periods we require under this Agreement and System Standards. If our auditors must return to your location after the first date we confirm for the audit because you violate this Section 3.8.2 or refuse to cooperate with the reasonable requests of our auditors, you must pay us the Audit Fee under Section 4.8 when invoiced. We may also perform an audit of the Facility's books and records without advance notice. Your staff must cooperate with and assist our auditors to perform any audit we conduct.

**3.8.3** We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.8.2 within 30 days after the date of the initial audit, (ii) you cancel 2 or more previously scheduled audits, (iii) you refuse to admit our auditors for an audit during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records required under this Agreement and System Standards for the applicable accounting periods, (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures, or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this

Section 3.8, an "Accounting Procedure Notice." You must also report any deficiency in Recurring Fees or other charges we identify and invoice as a result of the audit. The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent-certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility's Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in accordance with this Agreement for the fiscal year.

**3.9 Inspections.** You acknowledge that the Facility's participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the inspector performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our inspector, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any reinspection fee specified in System Standards Manuals (which is \$750 on the Effective Date and will not exceed \$2,500) plus the reasonable travel, lodging and meal costs our inspector incurs for a reinspection. We may also conduct paper and electronic customer satisfaction surveys of your guests and include the results in your final quality assurance score. We may publish and disclose the results of quality assurance inspections and guest surveys.

**3.10 Insurance.** You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the Manual. Unless we instruct you otherwise, your liability insurance policies will name Travelodge Hotels, Inc., Cendant Hotel Group, Inc. and Cendant Corporation, their successors and assigns as additional insureds.

**3.11 Conferences.** You or your representative will attend each annual Chain conference and pay the Conference Registration Fee described in Section 2.2. Mandatory recurrent training for licensees and general managers described in Section 4.1.3 may be held at a Chain conference. The Fee will be the same for all Chain Facilities that we license in the United States. You will receive reasonable notice of a Chain conference.

**3.12 Purchasing.** You will purchase or obtain certain items we designate as proprietary or that bear or depict the Marks, such as signage, only from suppliers we approve. You may purchase other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

**3.13 Good Will.** You will use reasonable efforts to protect, maintain and promote the name "Travelodge" or "Thriflodges", as applicable, and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in conduct which is unlawful or damaging to the good will or public image of the Chain or System. You will participate in Chain-wide guest service and satisfaction guaranty programs we require in good faith for all Chain Facilities. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners.

**3.14 Facility Modifications.** You may materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) only after you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each guest room you add to the Facility. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

**3.15 Courtesy Lodging.** You will provide lodging at the "Employee Rate" established in the systems Standards Manual from time to time (but only to the extent that adequate room vacancies exist) to our representatives traveling on business, but not more than three standard guest rooms at the same time.

**3.16 Minor Renovations.** Beginning three years after the Opening Date, we may issue a "Minor Renovation Notice" to you that will specify reasonable Facility upgrading and renovation requirements (a "Minor Renovation") to be commenced no sooner than 60 days after the notice is issued, having an aggregate cost for labor, FF&E and materials estimated by us to be not more than the Minor Renovation Ceiling Amount. You will perform the Minor Renovations as and when the Minor Renovation Notice requires. We will not issue a Minor Renovation Notice within three years after the date of a prior Minor Renovation Notice, or if the three most recent quality assurance inspection scores of the Facility averaged no more than 200 points and the most recent quality assurance inspection score for the Facility was no more than 225 points (or equivalent scores under a successor quality assurance scoring system we employ), when the Facility is otherwise eligible for a Minor Renovation.

**4. Our Operating and Service Obligations.** We will provide you with the following services and assistance:

**4.1 Training.** We may offer (directly or indirectly by subcontracting with an affiliate or a third party) general manager and owner orientation training, on-site opening training, remedial training and supplemental training.

**4.1.1 General Manager Orientation Training.** We will offer at a location in the United States we designate a general manager orientation training program. The program will not exceed two weeks in duration and will cover such topics as System Standards, services available from us, and operating a Chain Facility. Your initial general manager (or other representative who exercises day to day operational authority) for the Facility must complete this program to our satisfaction no later than 90 days after the Opening Date. If we do not offer a place in general manager orientation within that time frame, your general manager must attend the next program held at which we offer a place. Any replacement general manager must complete general manager orientation to our satisfaction within 90 days after he/she assumes the position. If we do not offer a place in general manager orientation within that time frame, your replacement general manager must attend the next program held at which we offer a place. Your general manager for the Facility must complete general manager orientation even if you employ managers at other Chain Facilities who have already received this training. We charge you tuition of \$1,100 your first general manager if you open the Facility with our approval and your general manager completes general manager orientation within the time period established under this Agreement. For any supplemental or replacement general manager, you must pay the tuition in effect for the program when your manager attends the program. You must also pay for your manager's travel, lodging, meals, incidental expenses, compensation and benefits. We may, at our option, automatically schedule



your initial or replacement general manager for a class to be held within the required time period and invoice you when we notify you about the date of the class. If your general manager is unable to attend that class, you must notify us at least 15 days before the training start date and re-schedule the general manager for another class to be held within the 90 day period. If you fail to do so, we may charge you cancellation fees and/or enhanced tuition under Section 4.1.6.

**4.1.2 Owner Orientation Training.** We will offer an owner orientation training program to familiarize you with the System, the Chain, and our services. If this is your first System license, you (or a person with executive authority if you are an entity), must attend owner orientation preferably within 60 days before, but no later than 60 days after, the Opening Date. If we do not offer a place in owner orientation within this time period, you must attend the next program held at which we offer a place. Financial institutions and real estate mortgage investment conduits are exempt from the obligation to attend owner orientation, but may choose to do so at their option. We charge you tuition of \$825 if you open the Facility with our approval and attend owner orientation within the time periods established under this Agreement. You must also pay for your travel, lodging, meal and incidental expenses. If you are unable to attend an orientation program that you have scheduled with us, you must notify us at least 15 days before the start date and schedule attendance at another class to be held within the 90 day period. If you fail to do so, we may charge you cancellation fees and/or enhanced tuition under Section 4.1.6.

**4.1.3 On-Site Opening Training.** We may provide and your staff must attend, if offered, on-site opening training (at our discretion as to length and scheduling) to assist you in opening the Facility. We currently do not charge tuition for this program, but may do so in the future. You will pay the cost of any site used if the Facility is not available and the rent for any equipment we need. You must provide lodging for our trainers at your expense. You must also pay, at our request, the reasonable travel, meal and out-of-pocket expenses incurred by our trainers for on-site opening training.

**4.1.4 Remedial Training.** We may require you, your general manager and/or your staff to participate in on-site remedial training if the Facility fails multiple quality assurance inspections and/or experiences significant complaints to our guest services department, as a condition to avoiding termination or to resumption of reservation service. You must pay the tuition in effect for this program when it is offered to you, and you must provide lodging for our trainers. Tuition for remedial on-site training must be paid before the training commences. The length of the remedial training could be up to five days, depending on the severity of the quality assurance and/or customer service issues.

**4.1.5 Supplemental Training.** We may offer other mandatory or optional training programs for reasonable tuition or without charge. This training could be offered in our U.S. training center or other locations or held in conjunction with a Chain lodging conference. You will pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits and any tuition charge we establish for this training. We may offer, rent or sell to you video tapes, computer discs or other on-site training aids and materials, or require you to buy them at reasonable prices. We may also offer Internet-based training via the Chain's intranet website.

**4.1.6 Enhanced Tuition and Cancellation Fees.** If you or your general manager do not attend orientation within the required time period, we may charge you tuition of up to 150% of the amount in effect for the program when you or your general manager attends the program, as disclosed in our Uniform Franchise Offering Circular ("UFOC") for new licensees. If you or any member of your staff cancels participation in any training program less than 15 days before it is scheduled to be held,

or if you or the member fails to attend a training program as scheduled without notifying us in advance, we will charge you a cancellation fee of up to 100% of the tuition for the program. The cancellation fee is non-refundable and you will also be charged the full tuition in effect for the program when you reschedule the training.

**4.2 Reservation System.** We will operate and maintain (directly or by subcontracting with an affiliate or one or more third parties), with funds allocated from the collections of the System Assessment Fees, a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use the allocated System Assessment Fees for the acquisition, development, support, equipping, maintenance, improvement, and operation of the Reservation System. We will provide software maintenance for the software we license to you to connect to the Reservation System if you are up to date in your payment of Recurring Fees and all other fees you must pay under any other agreement with us or our affiliate. The Facility will participate in the Reservation System, commencing with the Opening Date for the balance of the Term. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties.

#### **4.3 Marketing.**

**4.3.1** We will promote public awareness and usage of Chain Facilities with funds allocated from collections of the System Assessment Fees by implementing advertising, promotion, publicity, market research and other marketing programs, training programs and related activities, and the production and distribution of Chain publications and directories of hotels. We will determine in our discretion: (i) The nature and type of media placement; (ii) The allocation (if any) among international, national, regional and local markets; and (iii) The nature and type of advertising copy, other materials and programs. We or an affiliate may be reimbursed from System Assessment Fees for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement or advance funds available from collections of the System Assessment Fees to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities.

**4.3.2** We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

**4.3.3** We will publish the Chain Directory. We will include the Facility in the Chain Directory after it opens if you submit the information we request on time, and you are not in default under this Agreement at the time we must arrange for publication. We will supply Directories to you for display at locations specified in the System Standards Manual or policy statements. We may assess you a reasonable charge for the direct and indirect expenses (including overhead) of producing and delivering the Directories.

**4.4 Purchasing.** We may offer optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

**4.5 The System.** We will control and establish requirements for all aspects of the System. We

may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

**4.6 Consultations and Standards Compliance.** We will assist you to understand your obligations under System Standards by telephone, mail, during quality assurance inspections, through the System Standards Manual, at training sessions and during conferences and meetings we conduct. We will provide telephone and mail consultation on Facility operation and marketing through our representatives. We will offer you access to any Internet website we may maintain to provide Chain licensees with information and services, subject to any rules, policies and procedures we establish for its use and access and to this Agreement. We may limit or deny access to any such website while you are in default under this Agreement.

**4.7 System Standards Manual and Other Publications.** We will specify System Standards in the System Standards Manual, policy statements or other publications. We will lend you one copy of the System Standards Manual promptly after we sign this Agreement. We will send you any System Standards Manual revisions and/or supplements as and when issued. We will send you all other publications for Chain licensees and all separate policy statements in effect from time to time.

**4.8 Inspections and Audits.** We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.8. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.9. You will pay us an "Audit Fee" of \$300.00 when we invoice you for an Audit Fee under Section 3.8. We may increase the Audit Fee on a Chain-wide basis to cover any increases in our audit costs to not more than \$500.00, effective any time after December 31, 2005. Our inspections are solely for the purposes of checking compliance with System Standards.

**5. Term.** The Term begins on the Effective Date and expires at the end of the fifteenth License Year. Some of your duties and obligations will survive termination or expiration of this Agreement. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS.

**6. Application and Initial Fees.** We should receive from you a non-refundable Application Fee of \$1,000.00. You will pay us a non-refundable Initial Fee in the amount of \$11,000.00, when you sign this Agreement, which is fully earned when we sign this Agreement.

**7. Recurring Fees, Taxes and Interest.**

7.1 You will pay us certain "Recurring Fees" in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States) ten days after the month in which they accrue, without billing or demand. Recurring Fees include the following:

7.1.1 A "Royalty" equal to four and five-tenths percent (4.5%) of Gross Room Revenues of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

7.1.2 A "System Assessment Fee" including a "Basic Service Charge" and a "Daily Guest Room



Charge" as set forth in Schedule C for advertising, marketing, training, the Reservation System and other related services and programs; accrues from the Opening Date until the end of the Term, including during suspension periods. We collect and deposit these Fees from licensees, then disburse and administer the funds collected by means of a separate account or accounts. We may change the System Assessment Fee for all Chain Facilities, and we may assess new fees and charges for new services, if and when we substitute a new Schedule C or otherwise, but only after consultation with the TTFAA board. You will also pay or reimburse us for travel and other agent commissions paid for certain reservations at the Facility and a "GDS Fee" levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Internet and other reservation systems and networks. We may charge a reasonable service fee for this service. We may charge Facilities using the Reservation System outside the United States for reservation service using a different formula. We may use the System Assessment Fees we collect, in whole or in part, to reimburse our reasonable direct and indirect costs, overhead or other expenses of providing marketing, training and reservation services.

7.2 You will pay to us "Taxes" equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Recurring Fees by the jurisdictions where the Facility is located, but not including any income tax, franchise or other tax for the privilege of doing business by us in your State. You will pay Taxes to us when due.

7.3 "Interest" is payable when you receive our invoice on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.

7.4 If a transfer occurs, your transferee or you will pay us our then current Application Fee and a "Relicense Fee" equal to the Initial Fee we would then charge a new licensee for the Facility.

## **8. Indemnifications.**

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any payment you make or fail to make to us, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion,

because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us or the Chain, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

## **9. Your Assignments, Transfers and Conveyances.**

9.1 **Transfer of the Facility.** This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your License is subject to termination when the Transfer occurs. The License is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

9.2 **Public Offerings and Registered Securities.** You may engage in the first registered public offering of your Equity Interests only after you pay us a public offering fee equal to \$15,000. Your Equity Interests (or those of a person, parent, subsidiary, sibling or affiliate entity, directly or indirectly effectively controlling you), are freely transferable without the application of this Section if they are, on the Effective Date, or after the public offering fee is paid, they become, registered under the federal Securities Act of 1933, as amended, or a class of securities registered under the Securities Exchange Act of 1934, as amended, or listed for trading on a national securities exchange or the automated quotation system of the National Association of Securities Dealers, Inc. (or any successor system), provided that any tender offer for at least a majority of your Equity Interests will be an Equity Transfer subject to Section 9.1.

9.3 **Conditions.** We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our Application, qualify to be a licensee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new license applicant, pay the Application and Relicense Fees then in effect, sign the form of License Agreement we then offer in conversion transactions and agree to renovate the Facility as if it were an existing facility converting to the System, as we reasonably determine. We will provide a Punch List of improvements we will require after the transferee's Application is submitted to us. We may

require structural changes to the Facility if it no longer meets System Standards for entering conversion facilities or, in the alternative, condition our approval of the Transfer on one or more of the following: limit the transferee's term to the balance of your Term, add a right to terminate without cause exercisable by either party after a period of time has elapsed, or allow you to terminate the License when you sell the Facility and pay us Liquidated Damages under Section 12.1 at the same rate as you would pay if the termination occurred before the Opening Date. Such payment would be due and payable when you transfer possession of the Facility. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to the transaction will not be effective until these conditions are satisfied.

**9.4 Permitted Transferee Transactions.** You may transfer an Equity Interest or effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You also must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the License Agreement form then offered prospective licensees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any Guaranty of this Agreement. You must comply with this Section if you transfer the Facility to a Permitted Transferee. A transfer resulting from a death may occur even if you are in default under this Agreement.

**9.5 Attempted Transfers.** Any transaction requiring our consent under this Section 9 in which our consent is not first obtained shall be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

**9.6 Notice of Transfers.** You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

**10. Our Assignments.** We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

## **11. Default and Termination.**

**11.1 Default.** In addition to the matters identified in Sections 3.1 and 3.8 you will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement or any other instrument, debt, agreement or account with us related to the Facility, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c)



if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you, under Section 11.2. We will not exercise our right to terminate if you have completely cured your default, or until any waiting period required by law has elapsed. In the case of default resulting from the Facility's failure to meet Quality Standards as measured by a quality assurance inspection, you must act diligently to cure the default and resolve health, safety, cleanliness and housekeeping failures identified in the inspection report within 30 days after the failing inspection. Within 90 days after the failing inspection, you must also cure the remaining items identified in the inspection report and renovate and improve the Facility to meet our then current System Standards for entering conversion properties (or other standards specified under System Standards if we are not then accepting conversions) to cure the default. At your request, we will determine and provide a written improvement plan to assist your efforts to cure the default.

**11.2 Termination.** We may terminate the License, or this Agreement if the Opening Date has not occurred, effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Section 3.1, (2) you discontinue operating the Facility as a "Travelodge" or "Thrifflodge," as appropriate, (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose possession or the right to possession of the Facility, (5) you (or any guarantor) suffer the termination of another license or franchise agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, or a Transfer occurs before the relicensing process is completed, (11) you or any of your Equity Interest owners contest in court the ownership or right to franchise or license all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, or (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests.

### **11.3 Casualty and Condemnation.**

**11.3.1** You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all amounts accrued prior to termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as an extended

stay or transient lodging facility after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority.

**11.4 Our Other Remedies.** We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, discontinue Reservation System referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All System Assessment Fees accrue during the suspension period. We may deduct points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may charge you, and you must pay as a condition precedent to restoration of reservation service, a Service Interruption Fee specified on Schedule C to reimburse us for our costs associated with service suspension and restoration. We may omit the Facility from the Directory if you are in default on the date we must determine which Chain Facilities are included in the Directory. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. We may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. Our consent or approval may be withheld if needed while you are in default under this Agreement or may be conditioned on the cure of all your defaults.

**11.5 Your Remedies.** If we fail to issue our approval or consent as and when required under this Agreement within a reasonable time of not less than 30 days after we receive all of the information we request, and you believe our refusal to approve or consent is wrongful, you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action shall be your exclusive remedy. We shall not be responsible for direct, indirect, special, consequential or exemplary damages, including, but not limited to, lost profits or revenues.

## **12. Liquidated Damages.**

**12.1 Generally.** If we terminate the License under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 30 days following the date of termination, as Liquidated Damages, an amount equal to the sum of accrued Royalties and System Assessment Fees during the immediately preceding 24 full calendar months (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of termination, whichever is less). If the Facility has been open for fewer than 24 months, then the amount shall be the average monthly Royalties and System Assessment Fees since the Opening Date multiplied by 24. You will also pay any applicable Taxes assessed on such payment and Interest calculated under Section 7.3 accruing from 30 days after the date of termination. Before the Ending Period, Liquidated Damages will not be less than the product of \$2,000 multiplied by the number of guest rooms you are then authorized to operate under Schedule B of this Agreement, as amended. If we terminate this Agreement under Section 3 before the Opening Date, you will pay us within 10 days after you receive our notice of termination Liquidated Damages equal to one-half the amount payable for termination under Section 11.2. Liquidated Damages are paid in place of our claims for lost future Recurring Fees



under this Agreement. Our right to receive other amounts due under this Agreement is not affected.

**12.2 Condemnation Payments.** In the event a Condemnation is to occur, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3.2; or until the Condemnation occurs, whichever is longer. You will pay us Liquidated Damages equal to the average daily Royalties and System Assessment Fees for the one year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period if the Condemnation is completed before the one year notice period expires. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the one year notice period expires, but the fees set forth in Section 7 must be paid when due until Condemnation is completed.

**13. Your Duties At and After Termination.** When the License or this Agreement terminates for any reason whatsoever:

**13.1 System Usage Ceases.** You will immediately stop using the System to operate and identify the Facility. You will remove all signage and other items bearing any Marks and follow the other steps detailed in the System Standards Manual for changing the identification of the Facility. You will promptly paint over or remove the Facility's distinctive System trade dress, color schemes and architectural features. You shall not identify the Facility with a confusingly similar mark or name, or use the same colors as the System trade dress for signage, printed materials and painted surfaces. You will cease all Internet marketing using any Marks to identify the Facility.

**13.2 Other Duties.** You will pay all amounts owed to us under this Agreement within 10 days after termination. You will owe us Recurring Fees on Gross Room Revenues accruing while the Facility is identified as a "Travelodge" or "Thriflodge," including the System Assessment Fees for so long as the Facility receives service from the Reservation System. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third parties that the Facility is no longer associated with the Chain. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours, and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after termination. You will promptly pay or reimburse us for our cost of removing such items, net of the \$10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you.

**13.3 Advance Reservations.** The Facility will honor any advance reservations, including group bookings, made for the Facility prior to termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions.

**13.4 Survival of Certain Provisions.** Sections 3.8 (as to audits, for 2 years after termination), 3.13, 7 (as to amounts accruing through termination), 8, 11.4, 12, 13, 15, 16 and 17 survive termination of the License and this Agreement, whether termination is initiated by you or us, even if

termination is wrongful.

**14. Your Representations and Warranties.** You expressly represent and warrant to us as follows:

**14.1 Quiet Enjoyment and Financing.** You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement.

**14.2 This Transaction.** You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Facility exists other than this Agreement. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the License Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement. To the best of your knowledge, neither you, your owners (if you are an entity), your officers, directors or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.

**14.3 No Misrepresentations or Implied Covenants.** All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

**15. Proprietary Rights.**

**15.1 Marks and System.** You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing.

**15.2 Inurements.** All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part

of the System, and the associated good will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.

**15.3 Other Locations and Systems.** We and our affiliates each reserve the right to own, in whole or in part, and manage, operate, use, lease, finance, sublease, franchise, license (as licensor or licensee), provide services to or joint venture (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location outside the Protected Territory defined in Section 17.8. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, approved supplier lists, franchise sales personnel (or independent franchise sales representatives), etc.

**15.4 Confidential Information.** You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

**15.5 Litigation.** You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) or any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material.

**15.6 The Internet.** You may use the Internet to market the Facility subject to this Agreement and System Standards. You shall not use, license or register any domain name, universal resource locator, or other means of identifying you or the Facility that uses a mark or any image or language confusingly similar to a Mark without our consent. You will assign to us any such identification at our request without compensation or consideration. You must make available through the Reservation System and the Chain website all rates you offer to the general public



via Internet marketing arrangements with third parties. You must participate in the Chain's best available rate on the Internet guarantee or successor program. The content you provide us or use yourself for any Internet marketing must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet marketing material for the Facility you use, authorize, display or provide to conform to System Standards. Any use of the Marks and other elements of the System on the Internet inures to our benefit under Section 15.2.

## **16. Relationship of Parties.**

**16.1 Independence.** You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

**16.2 Joint Status.** If you comprise two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

## **17. Legal Matters.**

**17.1 Partial Invalidity.** If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

**17.2 Waivers, Modifications and Approvals.** If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective. We may unilaterally revise Schedule C when this Agreement so permits.

**17.3 Notices.** Notices will be effective if in writing and delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid, (ii) by delivery service, with proof of delivery, or (iii) by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party (x) at its address stated below or as it may otherwise designate by notice, or (y) by such other means as to result in actual or constructive receipt by the person or office holder designated below. The parties may also communicate via electronic mail between addresses to be established by notice. You consent to receive electronic mail from us. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

Travelodge Hotels, Inc.:

Our address: 1 Sylvan Way, P.O. Box 278, Parsippany, New Jersey 07054-0278

Attention: Vice President-Franchise Administration; Fax No. (973) 496-5359

Your name: Bapu Corporation

Your address: 2735 Route 22 West, Union, NJ 07083

Attention: Harshad Patel

Your fax No.: 908-687-8600

**17.4 Remedies.** Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

**17.5 Miscellaneous.** This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only.

**17.6 Choice of Law; Venue; Dispute Resolution.**

**17.6.1** This Agreement will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey.

**17.6.2** The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation through the National Franchise Mediation Program, using the procedures employed by the CPR Institute for Dispute Resolution, Inc. We will provide you with the contact address for that organization. The mediation will be conducted by a mutually acceptable and neutral third party. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.

**17.6.3** You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

**17.6.4 WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE LICENSOR, THE LICENSEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

**17.7 Special Acknowledgments.** You acknowledge the following statements to be true and correct as of the date you sign this Agreement, and to be binding on you.

**17.7.1** You received our UFOC for prospective licensees at least 10 business days before, and a copy of this Agreement and all other agreements we are asking you to sign at least 5 business days before, signing this Agreement and paying the Initial Fee to us. You have

received our UFOC at least 10 business days before you paid any fee to us or signed any contract with us.

**17.7.2** Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement.

**17.7.3** This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the License.

**17.7.4** You acknowledge that no salesperson has made any promise or provided any information to you about projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the UFOC or in a writing that is attached to this Agreement.

**17.7.5** You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.

**17.8 Protected Territory.** We will not own, operate, lease, manage, or license any party but you to operate a Chain Facility in the "Protected Territory", defined below, while this Agreement is in effect. We may own, operate, lease, manage, franchise or license anyone to operate any Chain Facility located anywhere outside the Protected Territory without any restriction or obligation to you. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory. While this Agreement is in effect, neither you nor your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any guest lodging facility other than the Facility in the Protected Territory unless we or our affiliate licenses the facility. You will use any information obtained through the Reservation System to refer guests, directly or indirectly, only to Chain Facilities. This Section does not apply to any Chain Facility located in the Protected Territory on the Effective Date, which we may renew, relicense, allow to expand, or replace with a replacement Facility located within the same trading area having not more than 120% of the guest rooms of the replaced Chain Facility if its license with us terminates or is not renewed. The Protected Territory fairly represents the Facility's trading area, and you acknowledge that. There are no express or implied territorial rights or agreements between the parties except as stated in this Section. By electing to include this section in your Agreement, you irrevocably waive any right to seek or obtain the benefits of any policy we now follow or may in the future follow to notify you about proposed Chain Facilities in the general area of the Facility, solicit information about the effect of the proposed Chain Facility on the revenue or occupancy of the Facility or decide whether to add the proposed Chain Facility to the Chain based on the potential effect of the proposed Chain Facility on the Facility or its performance. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Location only. The Protected Territory means **the area within a circle created by a three mile radius from the front door of the Facility.**

18. **Special Stipulations.** The following stipulations apply to this Agreement and supersede any conflicting provision.

18.1 **Combined Fees.** Notwithstanding Section 7 of this Agreement, you will pay "Combined Fees" each month, consisting of Royalties and the Basic Service Charge, to us at the rates set forth in this section if the Facility opens on or before the deadline established by the terms of this Agreement:

18.1.1 The Combined Fees you owe for the first five License Years shall be the lesser of an amount equal to (i) the "Flat Fee Rate" multiplied by the number of approved guest rooms of the Facility, or (ii) the "Percentage Fee Rate" multiplied by Gross Room Revenues, calculated on a License Year basis. If the Opening Date occurs on a day other than the first day of a month, the Combined Fee for the month in which the Opening Date occurs shall be an amount equal to 6.25% of Gross Room Revenues for the month, then the Combined Fee shall be calculated as specified in the preceding sentence as of the beginning of the next month.

18.1.2 The Flat Fee Rate for the first and second License Years shall be \$46.00 for each of the first 11 months of the License Year, and \$54.00 for the twelfth month. The Flat Fee Rate for the third, fourth and fifth License Years shall be \$51.00 for each of the first 11 months of the License Year, and \$49.00 for the twelfth month.

18.1.3 The Percentage Fee Rate shall be 6.25% for the first and second License Years, and 6.75% for the third, fourth and fifth License Years.

18.1.4 As of the Effective Date, you elect to pay the Combined Fees under the **Percentage Fee Rate** formula per month for each of the first five License Years. We will reconcile the calculation of the Combined Fees against the Facility's aggregate Gross Room Revenues for each of the first five License Years within 45 days after you send in all of the monthly room revenue reports for the Year. If you have overpaid the Combined Fee we will issue a credit to you to be applied to other fees and charges you owe under the License Agreement. You pay the Daily Guest Room Charge, Guest Loyalty Program Fees, transaction charges, and the other fees and charges listed on Schedule C as and when due throughout each License Year. You may change your Combined Fee payment election in the first sentence of this Subsection effective at the beginning of a new License Year by providing us with at least 30 days prior written notice if you have not been issued a monetary default notice during the License Year then ending. You may change your payment election only one time.

18.1.5 You resume paying Royalties and the Basic Service Charge at the rates set forth in Section 7 of this Agreement after the fifth License Year. You will resume paying Royalties and the Basic Service Charge at the rates set forth in Section 7 at any time during the first five License Years if (i) you default under the License Agreement and fail to cure the default within the time permitted under the License Agreement and the default notice, (ii) the average quality assurance inspection score of the Facility is more than 200 points (or equivalent score under a successor quality assurance scoring system we employ) on any two consecutive routine inspections after the opening inspection, or (iii) an audit we perform under Section 3.8 determines that you have reported less than 98% of the Gross Room Revenues of the Facility for the accounting periods audited or you are in default under this Agreement because of the events described in Section 3.8.3 occurs.

18.2 **Special Conversion Fee.** This Section 18.2 applies after the third License Year only if the



Opening Date occurs on or before the deadline established by this Agreement. If you convert the Facility to an affiliation with the Days Inn<sup>®</sup>, Ramada<sup>®</sup>, or Knights Inn<sup>®</sup> chains under a franchise or license agreement you sign before conversion, and the chain to which you convert the Facility is then owned by Cendant Corporation, then you will pay us no Liquidated Damages under this Agreement, and your initial fee with the new chain will be \$10,000. If you convert the Facility to affiliation with the Howard Johnson<sup>®</sup> chain under a license agreement you sign before conversion, and this chain is then owned by Cendant Corporation, then you will pay us no Liquidated Damages under this Agreement, and you will not pay an initial fee under that Howard Johnson license agreement.

**18.3 Your Additional Termination Right.** If the Opening Date occurs on or before the deadline established by the terms of this Agreement, you may terminate the License without cause or penalty effective only on the seventh or twelfth anniversary of the Opening Date provided you give us at least six months prior written notice of termination and you are not in default under this Agreement at the time notice must be given or at the effective date of termination. You will pay no Liquidated Damages if you satisfy the conditions of the preceding sentence and you perform the post termination obligations specified in this Agreement within 10 days after the effective date of termination. Your rights under this Section will automatically terminate without notice if and as of the date (i) a Termination occurs, (ii) you fail to cure any default under this Agreement within the time permitted, if any, in the notice of default we send you, or (iii) after the Facility satisfies the Improvement Obligation, the Facility scores more than 200 points on a quality assurance inspection (or equivalent score under a successor quality assurance scoring system we employ) and then fails to achieve a score of 200 or fewer points (or its then equivalent), in a reinspection to be performed no sooner than 60 days after the initial inspection.

**18.4 Our Additional Termination Right.** We may terminate the License without cause or penalty effective only on the seventh or twelfth anniversary of the Opening Date provided we give you at least six months prior written notice of termination. You will perform the post termination obligations specified in this Agreement within 10 days after the effective date of termination. You will pay no Liquidated Damages if we terminate the License under this Section and you perform the post termination obligations specified in this Agreement within 10 days after the effective date of termination.

**18.5 Your Test Period and Termination Right.** This Section 18.5 will apply if the Opening Date occurs on or before the deadline established by the terms of this Agreement. If and when the Facility achieves a quality assurance inspection score of no more than 200 points, a 30-month "Test Period" begins. During the Test Period, you must cause the Facility to maintain an average quality assurance inspection score of no more than 200 points (or equivalent score under a successor quality assurance scoring system we employ), participate in all marketing programs designated as mandatory by the TTFAA and pay all Recurring Fees accruing during the Test Period when due. If you satisfy these conditions, and you are dissatisfied with your franchise for any reason, you may terminate the License without cause or penalty, and without payment of any Liquidated Damages, effective only on the first day of the 41<sup>st</sup> month after the start of the Test Period. You must give us at least ten months advance written notice of termination. You must cure any pending monetary or insurance default under this Agreement at the time notice must be given and at the effective date of termination. You must perform the post-termination obligations specified in this Agreement within 10 days after the effective date of termination. Your rights under this Section will automatically terminate without notice if and as of the date (i) you fail to complete the Punch List (if you convert rather than build the Facility) by the dates it specifies, or (ii) you fail to cure any default under this Agreement within the time permitted, if



any, in the notice of default we send you.

**18.6 Liquidated Damages.** If the Opening Date occurs on or before the deadline established by this Agreement, Liquidated Damages payable under Section 12.1 for a Termination that occurs will be an amount equal to lesser of the following: (i) the average monthly fees that accrued under Section 7.1 or Section 18.1, whichever applies, during the 24 full calendar months preceding the month (or the number of months since the Opening Date, whichever is less) in which Termination occurs, multiplied by 24; or (ii) the product of \$1,000 multiplied by the number of guest rooms you are then authorized to operate under Schedule B of this Agreement, as amended.

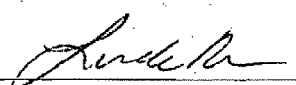
**18.7 Royalty Credit.** We will grant you a credit in the amount of \$4,625.00 to be applied against Combined Fees payable to us under Section 18.1, accruing on or after the opening date. The credit shall be applied to the first monthly payment of Combined Fees due after the credit commences and shall continue to be applied on a monthly basis until fully utilized. The credit shall not apply to additional charges such as GDS Fees, Internet Booking Fees, agent commissions, special marketing assessment fees, TripRewards participation fees or guest satisfaction program payments.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

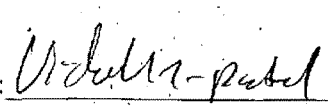
**WE:**  
**TRAVELODGE HOTELS, INC.:**

By:   
Vice President

Attest:   
Assistant Secretary

**YOU, as licensee:**  
**BAPU CORPORATION**

By:   
(Vice) President

Attest: 

## APPENDIX A

### DEFINITIONS

Agreement means this License Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Section 3.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Registration Fee means the fee charged for attendance at the annual Chain conference.

Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes the "Standards of Operation and Design Manual" and all other System Standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the Reservation System software and applications software.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Directory means the general purpose directory we publish listing the names and addresses of Chain Facilities, and at our discretion, other Travelodge and Thriftlodge facilities located outside the United States, Canada and Mexico.

Effective Date means the date we insert in the Preamble of this Agreement after we sign it.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing at the Location on the Effective Date or afterwards.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Gross Room Revenues means gross revenues attributable to or payable for rentals of guest rooms at the Facility, including all credit transactions, whether or not collected, but excluding separate charges to guests for Food and Beverage, room service, telephone charges, key forfeitures and entertainment; vending machine receipts; and federal, state and local sales, occupancy and use taxes.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Section 3.

Indemnitees means us, our direct and indirect parent, subsidiary and sister corporations, and the

respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6.

License means the non-exclusive license to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

License Year means:

(i) *If the Opening Date occurs on the first day of a month:* the period beginning on the Opening Date and ending on the day immediately preceding the first anniversary of the Opening Date, and each subsequent one year period; or

(ii) *If the Opening Date does not occur on the first day of a month:* the period beginning on the Opening Date and ending on the first anniversary of the last day of the month in which the Opening Date occurs, and each subsequent one year period.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at **2735 Route 22 West, Union, NJ 07083**, as more fully described in Schedule A.

Losses and Expenses means (x) all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection; and (y) the "Returned Check Fee" we then specify in the System Standards Manual (\$20.00 on the Effective Date) if the drawee dishonors any check that you submit to us.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Travelodge" or "Thriftlodge", the "Sleepy Bear" logo and other marks (U.S. Reg. Nos. 1,474,602; 1,869,185; 1,868,724; 1,879,457; 1,539,812; 848,208; 1,868,761; 1,001,682; 1,006,905) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.



Minor Renovation means the repairs, refurbishing, repainting, and other redecorating of the interior, exterior, guest rooms, public areas and grounds of the Facility and replacements of FF&E we may require you to perform under Section 3.16.

Minor Renovation Ceiling Amount means \$3,000.00 per guest room.

Minor Renovation Notice means the written notice from us to you specifying the Minor Renovation to be performed and the dates for commencement and completion given under Section 3.16.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Punch List means the list of upgrades and improvements attached as part of Schedule B, which you are required to complete under Section 3.

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties, System Assessment Fees, and other reservation fees and charges as stated in Section 7.

Relicense Fee means the fee your transferee or you pay to us under Section 7 when a Transfer occurs.

Reservation System or "Central Reservation System" means the system for offering to interested parties, booking and communicating guest room reservations for Chain Facilities described in Section 4.2.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7.1.1. "Royalties" means the aggregate of all amounts owed as a Royalty.

Service Interruption Fee means the fee you pay us when we suspend Central Reservation System service because you default under this Agreement, in the amount specified in Schedule C.

System means the comprehensive system for providing guest lodging facility services under the

Marks as we specify which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Assessment Fees means the assessments charged as set forth in Section 7.1.2.

System Standards means the standards for the participating in the System published in the System Standards Manual, including but not limited to Design Standards, FF&E Standards, Marks Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Standards Manual means the Standards of Operation and Design Manual and any other manual we publish or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of the License under Sections 11.1 or 11.2 or your termination of the License or this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as licensee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Travelodge Hotels, Inc., a Delaware corporation, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)



**Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Union; Block No. 3402; Lot Nos. 2, 3, 4; Account No.

☐ No property tax identification number is available on the date of this Deed. (Check box if applicable).

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of Union, County of Union, and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof.

The street address of the property is: 2735 Route 22 West, Union, New Jersey.

SUBJECT to all restrictions and easements of record.

BEING the same premises conveyed to Dryland, Inc. by Deed from Union Motor Lodge, a New Jersey Corporation, dated October 27, 1994, recorded November 4, 1994 in the Office of the Clerk/Register of Union County in Deed Book 4175, Page 124. (Tracts 1 & 2).

BEING the same premises also conveyed to Dryland, Inc. by Deed from Raven Realty, Inc., a New Jersey Corporation, dated October 27, 1994, recorded November 4, 1994 in the Office of the Clerk/Register of Union County in Deed Book 4175, Page 128. (Tract 3).

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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CLINTON MANOR  
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PAGE 01/01  
P.02

**SCHEDULE B**

**PART I: YOUR OWNERS:**

<u>Name</u>	<u>Ownership Percentage</u>	<u>Type of Equity Interest</u>	<u>Office Held (Title)</u>
Harshad Patel	100%	common stock	

**PART II: THE FACILITY:**

Primary designation of Facility: Travelodge

Number of approved guest rooms: 98

Parking facilities (number of spaces, description): 98

Other amenities, services and facilities:

**PART III: DESCRIPTION AND SCHEDULE OF RENOVATIONS TO BE COMPLETED AS THE IMPROVEMENT OBLIGATION:**

**[Punch List to be attached.]**

AS  
Initial

NJ UNION CLINTO

Travelodge Hotels, Inc.  
Punchlist for Conversion  
"Schedule B Part III"  
06/07/2004

Page: 1 of 8

Tier: Lodge



OWNER APPLICANT		ROOM DIMENSIONS - EXISTING		GUESTROOMS	
Property Name:	Clinton Manor Hotel	# of Rms 78	12 (width) x 24 (length) = 288.00 sq. ft.	TOTAL ROOMS:	98
Property Address:	2735 US Route 22 West	# of Rms 20	12 (width) x 22 (length) = 264.00 sq. ft.	RENTABLE:	89
City:	Union St: NJ Zip: 07083	# of Rms	(width) x (length) = sq. ft.	Under Renovation	9
Conversion Consultant:	Jerry James Clarke	# of Rms	(width) x (length) = sq. ft.		
Owner/Applicant:	Harshad Patel	# of Rms	(width) x (length) = sq. ft.		
Phone:	(908) 687-8600	# of Rms	(width) x (length) = sq. ft.		
Salesperson:	Joe Daly	# of Rms	(width) x (length) = sq. ft.		
Phone:	(973) 981-2252				

ROOM DIMENSION STANDARD: N/A

## PROPERTY CONDITION SUMMARY

This facility was constructed in the 1970's and consists of three rectangular-shaped, two-story, interior-corridor buildings with a variety of exterior finishes (stucco, brick and concrete block). The facility will require exterior, public area and guestroom/bath renovations to comply with Company standards. Landscaping will require upgrading to enhance curb appeal. Guestrooms in the Front Building are equipped with a central 2-pipe heating and air conditioning system. There are 9 guestrooms in the Front Building that are closed for renovation of all FF&E.

The property is located off of US Route 22, eight miles West of Newark-Liberty International Airport (EWR). The market is mixed between commercial, leisure and local business. Area competition consists of a Holiday Inn.

PUBLIC AREA DIMENSIONS - EXISTING		STANDARD	PUBLIC AREA DIMENSIONS - EXISTING		STANDARD
Lobby	32 (width) x 20 (length) = 640.00 sq. ft.	N/A	Meeting Room #2	(width) x (length) = sq. ft.	*Not Accessible
Lounge	34 (width) x 78 (length) = 2652.0 sq. ft.	N/A		(width) x (length) = sq. ft.	
Meeting Room #1	(width) x (length) = sq. ft.	*Not Accessible		(width) x (length) = sq. ft.	

## BRAND VARIANCES

The existing 2-pipe heating and air conditioning system in the Front Building appears to be working properly based upon the inspection. However, the system should be replaced when condition grades a "C/Moderate" on any future Quality Assurance evaluation or when the system becomes inoperable, whichever occurs first. Upon replacement, Individual PTAC units as in Back and Manor buildings will be required.

Due to room layout, a matching second occasional chair will not be required in guestrooms where a microfridge unit is present.

ONLY THE FRANCHISOR MAY REVISE THIS PUNCHLIST. PUNCHLIST VOID 180 DAYS AFTER INSPECTION DATE UNLESS FRANCHISE OR LICENSE AGREEMENT BECOMES EFFECTIVE.

This Punchlist identifies actions needed to cause the Facility to meet the Franchisor's standards. You are solely responsible for compliance of the Facility with applicable federal, state and local laws, codes, ordinances and regulations. You have been provided a Punchlist Reference Guide to assist in compliance with punchlist completion and Brand Standards.

This Punchlist was based on a random sample inspection of the Facility on the date specified. You may need to take additional actions to meet our Standards, or comply with law, or at our discretion if we modify our Standards or the condition of the Facility changes materially after the inspection date.

The Franchise Review Committee may in its discretion revise this Punchlist as a condition of approving your application. You should not consider this Punchlist to be final until we sign the License or Franchise Agreement.

Signed: Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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Quality Assurance

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Page: 2 of 8

EXTERIOR		
COMPLETION DATE	SCOPE OF WORK	For Office Use Only
Prior to opening	Provide Company approved signage. Replace damaged panels on F&B sign. Replace damaged wood base under pylon sign.	
Prior to opening	Professionally repair/refinish stucco areas (facade, fascia, columns, archways, skywalk and trim) to provide a like-new appearance.	
Prior to opening	Apply a Multi-Spec or similar type product (multi colored specked paint/sprayed on finish) over concrete block areas (walls and pilasters) and brick facades.	
Prior to opening	Professionally repair/refinish concrete fascia and soffits along Back Building where chipped, cracked and/or damaged.	
Prior to opening	Paint building exteriors (fascia, soffits, staircases and trim). Contact the Design and Development Department at (973) 496-2525 for recommended color schemes.	
Prior to opening	Install a new aluminum or vinyl soffit system (to conceal tectum and beams) on Front Building.	
Prior to opening	Replace/provide PTAC grills on Back and Manor buildings.	
Prior to opening	Replace building (balcony and patio) lights with upgraded fixtures of a consistent style.	
Prior to opening	Replace sliding glass doors where cracked/broken.	
Prior to opening	Replace roofing material on Front Building.  Replace gutters and downspouts where damaged as along backside of Back Building.	
Prior to opening	Replace or remove awning on Eastside of Back Building.  Conceal exposed cables and wires (i.e. Eastside of Back Building).	
Prior to opening	Replace balcony railings.	
Prior to opening	Repair/fill surface cracks in walkways, patios and balconies. Clean and refinish (paint) concrete to provide a consistent appearance. Replace or remove patio chairs.	
Prior to opening	Replace existing Dumpster enclosure.  Construct enclosures to conceal remaining Dumpsters.	

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NJ UNION CLINTO

Page: 4 of 8

PUBLIC AREAS		
COMPLETION DATE	SCOPE OF WORK	For Office Use Only
Prior to opening	Facilities to assist the handicapped in accordance with local, state and federal codes, regulations and ordinances are required.	
Prior to opening	Provide a property management system per Company specifications.	
Prior to opening	All owners/general managers are required to attend all Brand orientation/training.	
Prior to opening	Provide USA Today Newspapers and safe deposit boxes.	
Prior to opening	Provide a continental breakfast area per Company specifications.	
Prior to opening	Replace lobby carpet.	
Prior to opening	Replace lobby floor mat.	
Prior to opening	Replace lobby wallcovering to include wall behind registration desk. Remove fluorescent light fixture at this time.	
Prior to opening	Paint lobby ceiling.	
Prior to opening	Replace lobby seating package (sofas and tables).	
Prior to opening	Replace registration desk.	
Prior to opening	Replace damaged heater by registration desk.	
Prior to opening	Paint heater cabinet by entrance door.	
Prior to opening	Replace lobby and corridor entrance door handles.	
Prior to opening	Replace corridor carpet and cove base on 1st floor in Front Building as planned.	
Prior to opening	Replace stairtreads and flooring on landings on Front Building East stairwell.	
Prior to opening	Complete replacement of corridor wallcovering on 1st floor in Front Building.	
Prior to opening	Replace damaged vinyl wallcovering in foyer/vending area in Back Building.	
Prior to opening	Replace vinyl wallcovering in Front Building East stairwell.	
Prior to opening	Replace ceiling tiles in corridors and stairwells where stained and mismatched. Ensure all replacements match existing tiles in style, color and texture. If replacements do not match, total replacement will be required. In addition, paint tectum ceilings and beams in Front Building stairwells.	
Prior to opening	Replace carpet on staircase to basement in Back Building.	
Prior to opening	Paint wall paneling a light, neutral color along staircase to basement in Back Building.	
Prior to opening	Paint railings in all stairwells.	
Prior to opening	Remove tables in Back Building foyer/vending area.	

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Quality Assurance

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
NJ UNION CLINTO

Page: 6 of 8

FOOD AND BEVERAGE		
COMPLETION DATE	SCOPE OF WORK	For Office Use Only
Prior to opening	Facilities to assist the handicapped in accordance with local, state and federal codes, regulations and ordinances are required.	
Prior to opening	Ensure the food and beverage facilities are in compliance with all state, city and local codes.	
Prior to opening	Replace carpet in lounge.	
Prior to opening	Replace/refinish dance floor in lounge.	
Prior to opening	Repair/refinish walls in lounge.	
Prior to opening	Replace ceiling tiles in lounge.	
Prior to opening	Repair and paint solid ceiling sections in lounge.	
Prior to opening	Replace chairs and tables in lounge where worn, stained, damaged and/or mismatched.	
Prior to opening	Replace bar.	
Prior to opening	Replace sinks and plumbing fixtures/trim in lounge restrooms.	
Prior to opening	Replace flooring in lounge restrooms.	
Prior to opening	Replace wallcovering in lounge restrooms.	
Prior to opening	Replace ceiling tiles in lounge restrooms.	
Prior to opening	Provide appropriate ceiling light covers in lounge restrooms.	
Prior to opening	Replace damaged toilet stall in men's room.	
Prior to opening	Replace toilets in lounge restrooms.	
Prior to opening	The banquet facilities and restrooms were not accessible at the time of inspection. Renovate FF&E as needed to eliminate and worn, damaged and/or unapproved items. Ensure areas are in compliance with Company standards.	

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NJ UNION CLINTO

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GUESTROOMS		
ROOMS INSPECTED 303, 304, 317, 409, 417, 416, 224, 222, 233, 201, 205, 211, 111, 116, 109		
COMPLETION DATE	SCOPE OF WORK	For Office Use Only
Prior to opening	Facilities to assist the handicapped in accordance with local, state and federal codes, regulations and ordinances are required.	
Prior to opening	Provide a minimum of one guestroom designated as a Sleepy Bear Den room.	
Prior to opening	Provide hairdryers, AM/FM alarm clock radios, UL trashcans, coffee makers and all required supplies. A minimum of 50% of guestrooms must be designated as "non-smoking". Cable or satellite televisions are required with free, premium 24-hour independent sports, movie and news in addition to the major network channels.	
Prior to opening	There are 9 guestrooms in the Front Building that are closed for renovations. Complete renovation of all room and bath FF&E to comply with Company standards. All items must be new at the time of installation.	
Prior to opening	Repair inoperative deadbolt lock on entrance door to room #303.	
Prior to opening	Replace secondary U-bar locks on entrance doors where tarnished and/or damaged as in rooms #409 and #317.	
Prior to opening	Replace one-way viewers on entrance doors where damaged as in room #303.	
Prior to opening	Adjust self-closing devices on entrance doors to ensure proper operation.	
Prior to opening	Install flush plates on interior side of connecting doors where missing as in room #417.	
Prior to opening	Replace locks in sliding glass doors where worn, damaged and/or inoperative as in rooms #409 and #201.	
Prior to opening	Clean and paint sliding glass door frames to provide a like-new appearance.	
Prior to opening	Paint doors and frames (entrance, connecting and bath).	
Prior to opening	Replace wallcovering where stained and/or peeling as in rooms #409 and #303.	
Prior to opening	Replace/provide artwork.	
Prior to opening	Paint solid ceilings where stained and/or peeling as in room #303.	
Prior to opening	Paint ceiling tectum and beams on 2nd floor in Front Building.	
Prior to opening	Replace casegood packages as in rooms #211 (white wash) and #205 (mismatched).	
Prior to opening	Replace activity tables where uncoordinating with newer cherry casegoods as in rooms #304 and #222.	
Prior to opening	Provide a coordinating cherry writing surface (activity table or desk) where missing as in room #233.	

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Quality Assurance

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## GUESTROOMS

ROOMS INSPECTED 303, 304, 317, 409, 417, 416, 224, 222, 233, 201, 205, 211, 111, 116, 109

COMPLETION DATE	SCOPE OF WORK	For Office Use Only
Prior to opening	Replace occasional/leisure chairs.	
	Provide matching desk chairs.	
Prior to opening	Replace existing lamp package to include shades.	
Prior to opening	Replace bedspreads where torn (holes) as in room #304.	
Prior to opening	Replace draperies.	
Prior to opening	Replace vanities where cracked as in room #304.	
Prior to opening	Replace vanity support legs with concealed support systems.	
Prior to opening	Replace/install vanity lighting. A new decorative fixture is required (incandescent or fluorescent lighting is acceptable). Fixture must be wall mounted over the vanity area.	
Prior to opening	Provide a GFCI outlet in all vanity areas where missing as in room #303.	
Prior to opening	Provide chrome sink stoppers where missing as in room #317.	
Prior to opening	Paint ceiling tile grids where rusted as in room #224.	
Prior to opening	Replace heat lamp switch plates where worn and/or broken as in room #417.	
Prior to opening	Provide heat lamp bulbs where missing as in room #417.	
Prior to opening	Remove Thermasol bathtub units to include include glass doors and tracks. Install new bathtub units to include wall surrounds and plumbing fixtures/trim. Install a fixed rod with curtain system for new tubs.	
Prior to opening	Replace bathtub plumbing fixtures/trim where tarnished, rusted, pitted and/or leaking as in rooms #304 and #205.	
Prior to opening	Provide chrome bathtub stoppers where missing as in room #222.	
Prior to opening	Ensure all bathtubs are equipped with an adequate non-skid surface.	
Prior to opening	Remove Thermasol control plates and repair affected wall areas.	

Produced using ACI software, 800.234.8777 www.aciweb.com

Quality Assurance

Initials: *WJ*

PLCROR



## TRAVELODGE HOTELS, INC.

SCHEDULE C

September 2005

A. System Assessment Fee

The System Assessment Fee includes the Basic Service Charge and the Daily Guest Room Charge. The Basic Service Charge is equal to four percent (4%) of Gross Room Revenues. The Daily Guest Room Charge is ten cents (\$.10) per available guest room per day for the first 100 rooms and five cents (\$.05) per available guest room per day for each additional room of the Facility. The Basic Service Charge and the Daily Guest Room Charge are subject to change for all Chain Facilities, and new fees and charges may be assessed for new services, after consultation with the TTFAA board.

B. Guest Loyalty Program Fee

We charge a Guest Loyalty Program Fee for your participation in the TripRewards® or successor guest loyalty program. Under TripRewards, program members staying at qualifying rates at Chain Facilities earn their choice of TripRewards points, airline miles or other program currency. TripRewards points are redeemable for free stays at Chain Facilities and for travel, merchandise, entertainment and other awards. The Guest Loyalty Program Fee is up to 5% of the Gross Room Revenues accruing from each qualifying stay at the Facility. We will proactively match and award members with points or other program currency they earn on qualified stays even if they do not present their TripRewards membership card upon check-in. You will be billed monthly in arrears for qualifying stays by program members during the preceding month.

C. GDS and Internet Booking Fees

We will charge you under our Central Commission Payment Program either a GDS Fee or an Internet Booking Fee for reservations processed through the global distribution systems ("GDS"), including any operated by an affiliate, or the Internet for your Facility. The GDS Fee described in Section 7 is \$4.50 per reservation processed through any GDS or through any Internet website powered by a GDS. Internet-originated reservations carry fees of \$3.50 per reservation booked through sources other than GDS powered websites or our Chain website. GDS and Internet-originated reservations may also carry a commission if the originator qualifies. If a guest cancels a GDS or Internet-originated reservation using the same source as was used to originate the reservation, you will not be charged the applicable fee.

D. Additional System Assessment or Reservation System Charges

Agency and other commissions are typically 10% of the Gross Room Revenues generated by each reservation booked by an agency or other qualifying originator, plus our service charge of .75% of commissionable revenue. Agencies which are part of a travel consortium or a travel management company, including our affiliates, may charge additional commissions of up to 5% and/or participation fees to be included in their programs. The general sales agent commission

(also known as the international sales office commission) is 15% of the Gross Room Revenues generated by each reservation originated in an area served by a general sales agent/international sales office and includes the agency commission. The "property to property" incentive sales commission is 10% of the Gross Room Revenues generated from each reservation originated by an employee of another Chain Facility through the Central Reservation System, plus our service charge of .75% of commissionable revenue.

We may assess you for additional fees or commissions charged us by distribution channels, travel intermediaries and retailers or for performing other services. By accepting reservations from the GDS, Internet, travel agencies and other intermediaries, you agree to participate in our Central Commission Payment Program and to reimburse us for any fees or commissions we pay to them on your behalf.

If we suspend Central Reservation System service because of your default under this Agreement, then you must pay us a Service Interruption Fee of \$200 before we restore service.

You must (i) make available through the Central Reservation System and the Chain website room rates equivalent to those offered to the general public by third parties that you authorize to offer and sell reservations for the Facility's guest rooms and (ii) participate in the Chain's Best Available Rate Guarantee Program according to its published requirements. Beginning May 1, 2004 if a guest finds a lower publicly available rate on the Internet than the "Best Available Rate" you offer through the Chain website or the Central Reservation System for the same date and accommodations and the guest meets all Program requirements, you must provide the first room night to the guest without a room charge. You may collect standard incidental fees, charges and taxes. We will also charge you a Processing Fee of \$25 to reimburse us for our administrative charges of handling the complaint.

We will offer you the opportunity to participate in certain Internet distribution channel marketing and reservation activity with third parties including our affiliates. Under one type of arrangement, you will offer rooms for sale through an electronic distribution channel on which you will be paid a net, non-commissionable rate if and when the rooms are sold by the distribution channel at its marked-up rate. For providing and managing this activity we may receive commissions from the Internet distribution channels based upon the mark-up or room rates that they receive for renting your rooms. The net rate you receive, not the mark-up retained by the channel, should be included in Gross Room Revenues. We will allocate these commissions to Royalties and System Assessment Fees in equal proportions. Under another type of arrangement, you will offer rooms for sale through an electronic distribution channel at your best commissionable rate. The distribution channel will not mark-up these rates but will charge you a commission of up to 15% on consumed room nights.

We or an affiliate may charge you a sales commission of up to 10% of the Gross Room Revenues generated from consumed reservations booked by members of affinity groups and organizations participating in our Member Benefits sales program. We or our affiliate usually pays a portion of this commission to the affinity group or organization in exchange for promoting the Member Benefits program to its members.

E. Guest Services Assessment

We will contact you if we receive any guest complaint about you or the Facility, and you will be responsible for resolving the complaint to the satisfaction of the guest. If you do not respond to any complaint within 7 business days after we refer it to you and the guest contacts us again to seek resolution, we will charge you a "Guest Services Assessment" of \$75.00, plus the costs we incur to settle the matter with the guest. In addition, if the number of guest complaints per 1,000 occupied roomnights about you or the Facility in a calendar year exceed the "Annual Facility Allotment" we establish with the approval of the TTFAA Board, we will charge you a "Processing Fee" of \$25.00 for each additional complaint we receive during that year, regardless of whether you are able to resolve it to the guest's satisfaction. We may change or eliminate the Guest Services Assessment, the Processing Fee, the Annual Facility Allotment and/or the time for responding to or resolving a guest complaint on a Chain-wide basis at any time upon 30 days advance notice, with the approval of the TTFAA Board. The Guest Services Assessment and the Processing Fee are intended only to reimburse us for the costs of complaint handling and are not intended as penalties or liquidated damages. All guest complaints remain subject to indemnification under this Agreement.

### GUARANTY

To induce TRAVELODGE HOTELS, INC., its successors and assigns ("you") to sign the License Agreement (the "Agreement") with the party named as the "Licensee," to which this Guaranty is attached, the undersigned, jointly and severally ("we," "our" or "us"), irrevocably and unconditionally (i) warrant to you that Licensee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Licensee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

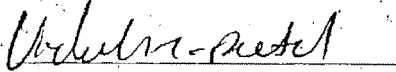
Upon default by Licensee and notice from you we will immediately make each payment and perform or cause Licensee to perform, each unpaid or unperformed obligation of Licensee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Licensee, or settle, adjust or compromise any claims against Licensee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue, and Dispute Resolution and WAIVER OF JURY TRIAL applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Licensee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

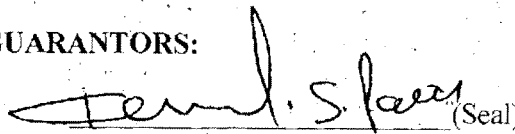
This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

WITNESSES:



GUARANTORS:

  
(Seal)  
HARSHAD PATEL

# EXHIBIT B



**GUARANTY**

To induce TRAVELODGE HOTELS, INC., its successors and assigns ("you") to sign the License Agreement (the "Agreement") with the party named as the "Licensee," to which this Guaranty is attached, the undersigned, jointly and severally ("we," "our" or "us"), irrevocably and unconditionally (i) warrant to you that Licensee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Licensee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Licensee and notice from you we will immediately make each payment and perform or cause Licensee to perform, each unpaid or unperformed obligation of Licensee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Licensee, or settle, adjust or compromise any claims against Licensee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue, and Dispute Resolution and WAIVER OF JURY TRIAL applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Licensee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

**WITNESSES:**

*Harshad Patel*

**GUARANTORS:**

*Harshad S. Patel* (Seal)  
**HARSHAD PATEL**

# EXHIBIT C

# WYNDHAM

## HOTEL GROUP

Compliance Department  
22 Sylvan Way  
Parsippany, New Jersey 07054  
Ph (973) 753-6000 • fax (800) 880-9445  
[www.wyndhamworldwide.com](http://www.wyndhamworldwide.com)

July 3, 2013

VIA 2 DAY DELIVERY METHOD

Mr. Harshad Patel  
Bapu Corporation  
2735 Route 22 West  
Union, NJ 07083

**Re: NOTICE OF MONETARY DEFAULT relating to Travelodge® System Unit  
#07899-82109-5 located in Union, NJ (the "Facility")**

Dear Mr. Patel:

I write on behalf of Travelodge Hotels, Inc., ("we," "us," or "our") regarding the License Agreement dated December 2, 2005, between Bapu Corporation, ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of July 1, 2013, your account is past due in the amount of **\$61,034.37**. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have ten (10) days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Travelodge System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default.

# WYNDHAM

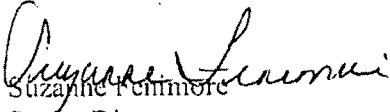
## HOTEL GROUP



Mr. Harshad Patel  
July 3, 2013  
Page Two

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

  
Suzanne Lammore  
Senior Director  
Contracts Compliance

Enclosure

cc: Mark Young  
Mona Christian  
Mike Piccola

Report Date : 01-JUL-13

ITEMIZED STATEMENT  
-----

As of Date (DD-MMM-YYYY): 01-JUL-2013  
 Customer No : 07899-82109-05-TRA  
 Category Set :  
 Category Group :  
 Group No :  
 Bankruptcy : No Bankruptcy Sites  
 Disputed : No  
 Finance Charges Included: Yes

Page 1 of 11

Report Date : 01-JUL-13

ITEMIZED STATEMENT  
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Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 01-JUL-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2011	30562648	05-APR-11	Q/A REINSPECTIO		0.00	0.00	239.81	239.81
			Sub Total		0.00	0.00	239.81	239.81
JUN-2011	41836521	30-JUN-11	Actual-1211A-TI		0.00	0.00	200.00	200.00
	41837306	30-JUN-11	Actual-1000A-RO		0.00	0.00	300.00	300.00

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7/1/2013



			Sub Total	0.00	0.00	500.00	500.00
AUG-2011	41894983	31-AUG-11	Actual-1211A-TI	296.22	0.00	215.45	511.67
			Sub Total	296.22	0.00	215.45	511.67
SEP-2011	41914818	30-SEP-11	5022A-BRILLIANT	47.61	3.34	54.38	105.33
	41926363	30-SEP-11	Actual-1211A-TI	0.00	0.00	23.36	23.36
	41925729	30-SEP-11	Actual-1000A-RO	0.00	0.00	327.02	327.02
			Sub Total	47.61	3.34	404.76	455.71
OCT-2011	41937938	31-OCT-11	5022A-BRILLIANT	235.59	16.49	74.65	326.73
	41936083	31-OCT-11	5515A-DAILY GUE	247.69	0.00	78.58	326.27
	41962851	31-OCT-11	Actual-1211A-TI	0.00	0.00	25.38	25.38
	41961945	31-OCT-11	Actual-1000A-RO	0.00	0.00	329.30	329.30
			Sub Total	483.28	16.49	507.91	1007.68
NOV-2011	41989365	30-NOV-11	Actual-1211A-TI	0.00	0.00	11.93	11.93
	41988045	30-NOV-11	Actual-1000A-RO	0.00	0.00	11.55	11.55

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Report Date : 01-JUL-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
Address : 2735 ROUTE 22 WEST; UNION, NJ, 07083-8504, US  
As of Date: 01-JUL-2013

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7/1/2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
			Sub Total		0.00	0.00	23.48	23.48
DEC-2011	42027216	31-DEC-11	Actual-1211A-TI		201.40	0.00	119.94	321.34
			Sub Total		201.40	0.00	119.94	321.34
JAN-2012	42054966	31-JAN-12	Actual-1211A-TI		334.02	0.00	91.34	425.36
			Sub Total		334.02	0.00	91.34	425.36
FEB-2012	42069733	29-FEB-12	5515A-DAILY GUE		298.08	0.00	65.86	363.94
	42071495	29-FEB-12	5066A-DIRECWAY		160.00	11.20	37.82	209.02
	42084758	29-FEB-12	Actual-1211A-TI		647.35	0.00	137.01	784.36
	42086497	29-FEB-12	Actual-1000A-RO		728.26	0.00	154.17	882.43
	42072929	29-FEB-12	5022A-BRILLIANT		255.26	17.87	60.35	333.48
			Sub Total		2088.95	29.07	455.21	2573.23
MAR-2012	30672875	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	21.30	121.30
	42098524	31-MAR-12	5515A-DAILY GUE		298.08	0.00	61.25	359.33
	42119725	31-MAR-12	Actual-1211A-TI		0.00	0.00	79.73	79.73
	42118802	31-MAR-12	Actual-1000A-RO		90.96	0.00	131.98	222.94
	42099864	31-MAR-12	5022A-BRILLIANT		255.26	17.87	56.11	329.24
	42100380	31-MAR-12	5066A-DIRECWAY		160.00	11.20	35.16	206.36
			Sub Total		904.30	29.07	385.53	1318.90
APR-2012	27038318	22-APR-12	WYNREWARDS 5%		65.80	0.00	12.81	78.61

Report Date : 01-JUL-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 01-JUL-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42143898	30-APR-12	Actual-1211A-TI		692.35	0.00	131.83	824.18
	42128644	30-APR-12	5022A-BRILLIANT		255.26	17.87	52.02	325.15
	42126219	30-APR-12	5515A-DAILY GUE		298.08	0.00	56.77	354.85
	42146381	30-APR-12	Actual-1000A-RO		778.90	0.00	148.26	927.16
	42128479	30-APR-12	5066A-DIRECWAY		160.00	11.20	32.60	203.80
			Sub Total		2250.39	29.07	434.29	2713.75
MAY-2012	42180307	31-MAY-12	Actual-1000A-RO		145.12	0.00	124.91	270.03
	42181288	31-MAY-12	Actual-1211A-TI		517.88	0.00	140.40	658.28
	42157978	31-MAY-12	5515A-DAILY GUE		298.08	0.00	52.16	350.24
	10609969	31-MAY-12	GUEST SRVCS TRA		160.00	0.00	28.00	188.00
	42158799	31-MAY-12	5022A-BRILLIANT		255.26	17.87	47.78	320.91
	10609968	31-MAY-12	GUEST SATISFACT		45.00	0.00	7.84	52.84
	42159834	31-MAY-12	5066A-DIRECWAY		160.00	11.20	29.94	201.14
			Sub Total		1581.34	29.07	431.03	2041.44
JUN-2012	10611110	07-JUN-12	GUEST SATISFACT		60.00	0.00	10.29	70.29
	10611129	07-JUN-12	GUEST SRVCS TRA		160.00	0.00	27.44	187.44
	10611108	07-JUN-12	GUEST SRVCS TRA		160.00	0.00	27.44	187.44
	10611861	07-JUN-12	GUEST SATISFACT		60.00	0.00	10.29	70.29
	27039777	22-JUN-12	WYNREWARDS 5%		4.50	0.00	0.74	5.24
	42209826	30-JUN-12	Actual-1211A-TI		0.00	0.00	77.28	77.28
	42208880	30-JUN-12	Actual-1000A-RO		117.49	0.00	103.28	220.77
	42191318	30-JUN-12	5022A-BRILLIANT		255.26	17.87	43.69	316.82
	42192353	30-JUN-12	5066A-DIRECWAY		160.00	11.20	27.38	198.58
	42191583	30-JUN-12	5515A-DAILY GUE		298.08	0.00	47.68	345.76

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7/1/2013

				Sub Total	1275.33	29.07	375.51	1679.91
JUL-2012	10620383	19-JUL-12	GUEST SRVCS TRA	160.00	0.00	24.08	184.08	
	10620382	19-JUL-12	GUEST SATISFACT	114.00	0.00	17.18	131.18	

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Report Date : 01-JUL-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
As of Date: 01-JUL-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	10620689	19-JUL-12	GUEST SRVCS TRA	160.00	0.00	24.08	184.08	
	10620688	19-JUL-12	GUEST SATISFACT	50.00	0.00	7.55	57.55	
	27040085	22-JUL-12	WYNREWARDS 5%	18.56	0.00	2.78	21.34	
	30702865	23-JUL-12	CRS REACTIVATIO	500.00	0.00	74.25	574.25	
	42227164	30-JUL-12	5066A-DIRECWAY	160.00	11.20	24.82	196.02	
	42226037	30-JUL-12	5515A-DAILY GUE	298.08	0.00	43.21	341.29	
	42227650	30-JUL-12	5022A-BRILLIANT	255.28	17.87	39.59	312.74	
	42243608	31-JUL-12	Actual-1000A-RO	1539.36	0.00	217.35	1756.71	
	42242175	31-JUL-12	Actual-1211A-TI	1368.32	0.00	193.20	1561.52	
			Sub Total	4623.60	29.07	668.09	5320.76	
AUG-2012	10625793	02-AUG-12	GUEST SATISFACT	40.00	0.00	5.74	45.74	
	10625791	02-AUG-12	GUEST SRVCS TRA	160.00	0.00	22.96	182.96	
	10627130	09-AUG-12	GUEST SATISFACT	45.00	0.00	6.33	51.33	
	10627128	09-AUG-12	GUEST SRVCS TRA	160.00	0.00	22.40	182.40	
	10629345	16-AUG-12	GUEST SRVCS TRA	160.00	0.00	21.84	181.84	
	10629344	16-AUG-12	GUEST SATISFACT	40.00	0.00	5.46	45.46	

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7/1/2013

27040463	22-AUG-12	WYNREWARDS CRDT	(25.00)	0.00	0.00	(25.00)
27040900	22-AUG-12	WYNREWARDS 5%	140.81	0.00	18.78	159.59
10630202	23-AUG-12	GUEST SATISFACT	294.20	0.00	39.12	333.32
10630200	23-AUG-12	GUEST SRVCS TRA	160.00	0.00	21.28	181.28
1310544	24-AUG-12	GDS & INTERNET	28.25	0.00	3.75	32.00
TM0310544	24-AUG-12	MEMBER BENEFIT	4.46	0.00	0.60	5.06
TR0310544	24-AUG-12	TMC / CONSORTIA	2.66	0.00	0.35	3.01
TA0310544	24-AUG-12	T/A COMMISSIONS	8.88	0.00	1.18	10.06
10632335	30-AUG-12	GUEST SRVCS TRA	160.00	0.00	20.72	180.72
10632334	30-AUG-12	GUEST SATISFACT	45.00	0.00	5.85	50.85
10632118	30-AUG-12	GUEST SATISFACT	91.95	0.00	11.94	103.89
10632077	30-AUG-12	GUEST SRVCS TRA	160.00	0.00	20.72	180.72
42273477	31-AUG-12	Actual-1000A-RO	1596.92	0.00	203.88	1800.80
42253127	31-AUG-12	5022A-BRILLIANT	255.26	17.87	35.22	308.35
42274114	31-AUG-12	Actual-1211A-TI	1419.48	0.00	181.21	1600.69
42254979	31-AUG-12	5066A-DIRECWAY	160.00	11.20	22.07	193.27
42253333	31-AUG-12	5515A-DAILY GUE	298.08	0.00	38.45	336.53

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□

Report Date : 01-JUL-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 01-JUL-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
Sub Total					5405.95	29.07	709.85	6144.87
SEP-2012	10635414	13-SEP-12	GUEST SRVCS TRA		160.00	0.00	19.60	179.60
	10635416	13-SEP-12	GUEST SATISFACT		280.00	0.00	34.30	314.30
	10636053	13-SEP-12	GUEST SATISFACT		60.00	0.00	7.35	67.35

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10636054	13-SEP-12	GUEST SRVCS TRA	160.00	0.00	19.60	179.60
10638216	20-SEP-12	GUEST SATISFACT	40.00	0.00	4.76	44.76
10638214	20-SEP-12	GUEST SRVCS TRA	160.00	0.00	19.04	179.04
27041167	22-SEP-12	WYNREWARDS 5%	73.67	0.00	8.69	82.36
27041057	22-SEP-12	WYNREWARDS CRDT	(84.24)	0.00	0.00	(84.24)
1316922	25-SEP-12	GDS & INTERNET	77.25	0.00	9.01	86.26
TC0316922	25-SEP-12	T/A COMM SERVIC	3.27	0.00	0.38	3.65
TA0316922	25-SEP-12	T/A COMMISSIONS	43.50	0.00	5.05	48.55
42288808	30-SEP-12	5022A-BRILLIANT	255.26	17.87	31.13	304.26
42302218	30-SEP-12	Actual-1211A-TI	1203.80	0.00	136.94	1340.74
42301081	30-SEP-12	Actual-1000A-RO	1354.28	0.00	154.04	1508.32
42287373	30-SEP-12	5066A-DIRECWAY	160.00	11.20	19.51	190.71
42287399	30-SEP-12	5515A-DAILY GUE	298.08	0.00	33.97	332.05
Sub Total			4244.87	29.07	503.37	4777.31

OCT-2012	30723732	02-OCT-12	ONLINE LRNG LIB	50.00	0.00	5.67	55.67
	27041708	22-OCT-12	WYNREWARDS 5%	12.50	0.00	1.28	13.78
	TC0323197	28-OCT-12	T/A COMM SERVIC	7.87	0.00	0.78	8.65
	TR0323197	28-OCT-12	TMC / CONSORTIA	15.04	0.00	1.50	16.54
	TA0323197	28-OCT-12	T/A COMMISSIONS	98.25	0.00	9.81	108.06
	1323197	28-OCT-12	GDS & INTERNET	93.25	0.00	9.35	102.60
	TM0323197	28-OCT-12	MEMBER BENEFIT	6.72	0.00	0.65	7.37
	42317183	31-OCT-12	5066A-DIRECWAY	160.00	11.20	16.85	188.05
	42336366	31-OCT-12	Actual-1000A-RO	1310.80	0.00	129.12	1439.92
	42335613	31-OCT-12	Actual-1211A-TI	1165.16	0.00	114.77	1279.93
	42317454	31-OCT-12	5022A-BRILLIANT	255.26	17.87	26.89	300.02
	42316401	31-OCT-12	5515A-DAILY GUE	298.08	0.00	29.36	327.44

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
Sub Total					3472.93	29.07	346.03	3848.03
NOV-2012	10645195	01-NOV-12	GUEST SATISFACT	259.00	0.00	25.37	284.37	
	10645196	01-NOV-12	GUEST SRVCS TRA	160.00	0.00	15.68	175.68	
	10648400	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	14.56	174.56	
	10647850	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	14.56	174.56	
	10647849	15-NOV-12	GUEST SATISFACT	45.00	0.00	4.11	49.11	
	10647968	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	14.56	174.56	
	10647967	15-NOV-12	GUEST SATISFACT	100.00	0.00	9.10	109.10	
	10648282	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	14.56	174.56	
	10648284	15-NOV-12	GUEST SATISFACT	25.00	0.00	2.29	27.29	
	10648399	15-NOV-12	GUEST SATISFACT	1011.45	0.00	92.05	1103.50	
	TG0329797	19-NOV-12	GSA FEES	11.99	0.00	1.08	13.07	
	TC0329797	19-NOV-12	T/A COMM SERVIC	9.25	0.00	0.81	10.06	
	1329797	19-NOV-12	GDS & INTERNET	66.00	0.00	5.86	71.86	
	TR0329797	19-NOV-12	TMC / CONSORTIA	3.15	0.00	0.28	3.43	
	TA0329797	19-NOV-12	T/A COMMISSIONS	102.53	0.00	9.13	111.66	
	TM0329797	19-NOV-12	MEMBER BENEFIT	20.16	0.00	1.78	21.94	
	10648650	21-NOV-12	GUEST SRVCS TRA	160.00	0.00	14.08	174.08	
	10648649	21-NOV-12	GUEST SATISFACT	40.00	0.00	3.52	43.52	
	10648541	21-NOV-12	GUEST SRVCS TRA	160.00	0.00	14.08	174.08	
	10648852	21-NOV-12	GUEST SRVCS TRA	160.00	0.00	14.08	174.08	
	10648851	21-NOV-12	GUEST SATISFACT	125.00	0.00	11.01	136.01	
	10648540	21-NOV-12	GUEST SATISFACT	50.00	0.00	4.42	54.42	
	27042409	22-NOV-12	WYNREWARDS 5%	47.90	0.00	4.18	52.08	
	TM0335882	26-NOV-12	MEMBER BENEFIT	2.97	0.00	0.26	3.23	
	TA0335882	26-NOV-12	T/A COMMISSIONS	5.90	0.00	0.50	6.40	
	10650550	29-NOV-12	GUEST SATISFACT	(50.00)	0.00	0.00	(50.00)	
	42349039	30-NOV-12	5022A-BRILLIANT	255.26	17.87	22.80	295.93	
	42368160	30-NOV-12	Actual-1000A-RO	2067.93	0.00	172.66	2240.59	
	42363428	30-NOV-12	Actual-1211A-TI	1838.16	0.00	153.48	1991.64	
	42348652	30-NOV-12	5515A-DAILY GUE	298.08	0.00	24.88	322.96	
	42349082	30-NOV-12	5066A-DIRECWAY	160.00	11.20	14.29	185.49	

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
Sub Total					7774.73	29.07	680.02	8483.82
DEC-2012	10650951	06-DEC-12	GUEST SRVCS TRA		160.00	0.00	12.88	172.88
	10650950	06-DEC-12	GUEST SATISFACT		40.00	0.00	3.22	43.22
	30743965	10-DEC-12	WYNGST RMS FEE		1400.00	98.00	117.59	1615.59
	10651193	12-DEC-12	GUEST SATISFACT		75.00	0.00	5.81	80.81
	10651194	12-DEC-12	GUEST SRVCS TRA		160.00	0.00	12.40	172.40
	TC0342450	19-DEC-12	T/A COMM SERVIC		4.60	0.00	0.33	4.93
	TA0342450	19-DEC-12	T/A COMMISSIONS		61.48	0.00	4.54	66.02
	TR0342450	19-DEC-12	TMC / CONSORTIA		15.57	0.00	1.15	16.72
	1342450	19-DEC-12	GDS & INTERNET		48.00	0.00	3.54	51.54
	27043222	22-DEC-12	WYNREWARDS 5%		383.95	0.00	27.84	411.79
	42397544	31-DEC-12	Accrual-1211A-T *		582.08	0.00	39.58	621.66
	42379858	31-DEC-12	5066A-DIRECWAY		160.00	11.20	11.64	182.84
	42380177	31-DEC-12	5022A-BRILLIANT		255.26	17.87	18.57	291.70
	42398865	31-DEC-12	Accrual-1000A-R *		654.84	0.00	44.53	699.37
	42377611	31-DEC-12	5515A-DAILY GUE		298.08	0.00	20.26	318.34
Sub Total					4298.86	127.07	323.88	4749.81
JAN-2013	10653655	09-JAN-13	GUEST SRVCS TRA		160.00	0.00	10.16	170.16
	10653928	09-JAN-13	GUEST SATISFACT		75.00	0.00	4.76	79.76
	10653926	09-JAN-13	GUEST SRVCS TRA		160.00	0.00	10.16	170.16
	10653657	09-JAN-13	GUEST SATISFACT		40.00	0.00	2.54	42.54
	10655057	16-JAN-13	GUEST SRVCS TRA		160.00	0.00	9.60	169.60
	10655059	16-JAN-13	GUEST SATISFACT		239.66	0.00	14.37	254.03
	10654440	16-JAN-13	GUEST SRVCS TRA		160.00	0.00	9.60	169.60

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10654442	16-JAN-13	GUEST SATISFACT	65.00	0.00	3.91	68.91
27043331	22-JAN-13	WYNREWARDS 5%	26.02	0.00	1.48	27.50
27043478	22-JAN-13	WYNREWARDS CROT	(51.76)	0.00	0.00	(51.76)
10655778	23-JAN-13	GUEST SATISFACT	75.00	0.00	4.24	79.24
10655776	23-JAN-13	GUEST SRVCS TRA	160.00	0.00	9.04	169.04
TA0348901	25-JAN-13	T/A COMMISSIONS	120.46	0.00	6.69	127.15
TM0348901	25-JAN-13	MEMBER BENEFIT	20.14	0.00	1.11	21.25

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	TC0348901	25-JAN-13	T/A COMM SERVIC		10.54	0.00	0.58	11.12
	TR0348901	25-JAN-13	TMC / CONSORTIA		69.57	0.00	3.86	73.43
	1348901	25-JAN-13	GDS & INTERNET		132.75	0.00	7.37	140.12
	42411603	31-JAN-13	5022A-BRILLIANT		255.26	17.87	14.34	287.47
	42429591	31-JAN-13	Accrual-1000A-R	*	591.39	0.00	31.05	622.44
	42411371	31-JAN-13	5515A-DAILY GUE		298.08	0.00	15.65	313.73
	42411728	31-JAN-13	5066A-DIRECWAY		160.00	11.20	8.98	180.18
	42428411	31-JAN-13	Accrual-1211A-T	*	525.68	0.00	27.61	553.29
			Sub Total		3452.79	29.07	197.10	3678.96
FEB-2013	10656860	06-FEB-13	GUEST SATISFACT		107.48	0.00	5.33	112.81
	10656858	06-FEB-13	GUEST SRVCS TRA		160.00	0.00	7.92	167.92
	10657336	14-FEB-13	GUEST SATISFACT		113.80	0.00	5.18	118.98
	27043921	22-FEB-13	WYNREWARDS 5%		54.50	0.00	2.26	56.76
	1355468	25-FEB-13	GDS & INTERNET		48.25	0.00	1.93	50.18
	TA0355468	25-FEB-13	T/A COMMISSIONS		54.39	0.00	2.18	56.57
	TR0355468	25-FEB-13	TMC / CONSORTIA		11.89	0.00	0.47	12.36

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TC0355468	25-FEB-13	T/A COMM SERVIC	4.77	0.00	0.19	4.96
TM0355468	25-FEB-13	MEMBER BENEFIT	9.24	0.00	0.37	9.61
42439879	28-FEB-13	5066A-DIRECWAY	160.00	11.20	6.59	177.79
42460551	28-FEB-13	Accrual-1000A-R *	113.90	0.00	4.39	118.29
42460552	28-FEB-13	Accrual-1211A-T *	101.24	0.00	3.90	105.14
42440247	28-FEB-13	5515A-DAILY GUE	298.08	0.00	11.47	309.55
42440961	28-FEB-13	5022A-BRILLIANT	255.26	17.87	10.52	283.65

Sub Total	1492.80	29.07	62.70	1584.57
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MAR-2013	27044642	22-MAR-13	WYNREWARDS 5%	16.50	0.00	0.46	16.96
	TR0362206	26-MAR-13	TMC / CONSORTIA	3.50	0.00	0.09	3.59
	1362206	26-MAR-13	GDS & INTERNET	17.75	0.00	0.46	18.21
	TC0362206	26-MAR-13	T/A COMM SERVIC	2.77	0.00	0.07	2.84
	TA0362206	26-MAR-13	T/A COMMISSIONS	36.99	0.00	0.94	37.93
	42471178	31-MAR-13	5066A-DIRECWAY	160.00	11.20	3.93	175.13
	42469252	31-MAR-13	5022A-BRILLIANT	255.26	17.87	6.28	279.41

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42486980	31-MAR-13	Accrual-1000A-R *	526.86	0.00	12.12	538.98	
	42486981	31-MAR-13	Accrual-1211A-T *	468.32	0.00	10.77	479.09	
	42468986	31-MAR-13	5515A-DAILY GUE	298.08	0.00	6.86	304.94	
	Sub Total			1786.03	29.07	41.98	1857.08	



APR-2013	30782370	05-APR-13	GLOBAL CONFEREN	1049.00	0.00	0.00	1049.00
	10666952	18-APR-13	GUEST SATISFACT	35.00	0.00	0.49	35.49
	10666761	18-APR-13	GUEST SRVCS TRA	160.00	0.00	2.24	162.24
	27045045	22-APR-13	WYNREWARDS 5%	13.00	0.00	0.16	13.16
	30788711	22-APR-13	GDS BILLING COR	(15.75)	0.00	0.00	(15.75)
	1368429	23-APR-13	GDS & INTERNET	18.75	0.00	0.22	18.97
	TA0368429	23-APR-13	T/A COMMISSIONS	27.00	0.00	0.31	27.31
	TR0368429	23-APR-13	TMC / CONSORTIA	9.45	0.00	0.11	9.56
	TC0368429	23-APR-13	T/A COMM SERVIC	2.01	0.00	0.02	2.03
	42500261	30-APR-13	5515A-DAILY GUE	298.08	0.00	2.38	300.46
	42519240	30-APR-13	Accrual-1000A-R *	648.27	0.00	5.19	653.46
	42519406	30-APR-13	Accrual-1211A-T *	576.24	0.00	4.61	580.85
	42499112	30-APR-13	5034A-WYNGUEST	425.00	29.75	3.64	458.39
	42501085	30-APR-13	5066A-DIRECWAY	160.00	11.20	1.37	172.57
Sub Total				3406.05	40.95	20.74	3467.74
MAY-2013	27045865	22-MAY-13	WYNREWARDS 5%	(8.50)	0.00	0.00	(8.50)
	42551733	31-MAY-13	Accrual-1211A-T *	643.56	0.00	0.00	643.56
	42551732	31-MAY-13	Accrual-1000A-R *	724.01	0.00	0.00	724.01
	42532478	31-MAY-13	5066A-DIRECWAY	160.00	11.20	0.00	171.20
	42532090	31-MAY-13	5034A-WYNGUEST	425.00	29.75	0.00	454.75
	42534657	31-MAY-13	5515A-DAILY GUE	298.08	0.00	0.00	298.08
Sub Total				2242.15	40.95	0.00	2283.10
JUN-2013	30806253	13-JUN-13	ONLINE LRNG LIB	60.00	0.00	0.00	60.00

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	TM0385560	20-JUN-13	MEMBER BENEFIT		8.40	0.00	0.00	8.40
	TC0385560	20-JUN-13	T/A COMM SERVIC		0.63	0.00	0.00	0.63
	27046463	22-JUN-13	WYNREWARDS 5%		32.98	0.00	0.00	32.98
	42556214	30-JUN-13	5034A-WYNGUEST		425.00	29.75	0.00	454.75
	42557824	30-JUN-13	5515A-DAILY GUE		298.08	0.00	0.00	298.08
	42557767	30-JUN-13	5066A-DIRECWAY		160.00	11.20	0.00	171.20
			Sub Total		985.09	40.95	0.00	1026.04
			Grand Total		52648.69	647.66	7738.02	61034.37

Requested By: Jerilyn Marino

\* Please note the accruals on your account are estimates.  
Make sure to promptly submit your actual gross room revenue and rooms sold.

\*\*\*\*\* END OF REPORT \*\*\*\*\*

## UPS CampusShip: Shipment Receipt

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## Shipment Receipt

Transaction Date: 03 Jul 2013

Tracking Number:

1Z22445X0294452331

<b>1 Address Information</b>			
<b>Ship To:</b> Bapu Corp Harshad Patel Travelodge 2735 Route 22 West UNION NJ 070838523 Telephone:(908) 687-8600	<b>Ship From:</b> Wyndham Hotel Group - 22 Sylvan Jerilyn Marino 22 Sylvan Way Parsippany NJ 07054 Telephone:(973) 753-7253	<b>Return Address:</b> Wyndham Hotel Group - 22 Sylvan Jerilyn Marino 22 Sylvan Way Parsippany NJ 07054 Telephone:(973) 753-7253	
<b>2 Package Information</b>			
<b>Weight</b>	<b>Dimensions / Packaging</b>	<b>Declared Value</b>	<b>Reference Numbers</b>
1. Letter	UPS Letter		Reference # 1 - 006-1696
<b>3 UPS Shipping Service and Shipping Options</b>			
<b>Service:</b> UPS 2nd Day Air <b>Shipping Fees Subtotal:</b> 13.58 USD <b>Transportation:</b> 12.40 USD <b>Fuel Surcharge:</b> 1.18 USD			
<b>4 Payment Information</b>			
Bill Shipping Charges to:		Shipper's Account 22445X	
<b>A discount has been applied to the Daily rates for this shipment</b>			
<b>Total Charged:</b>		13.58 USD	
<b>Negotiated Total:</b>		5.58 USD	

**Note:** Your invoice may vary from the displayed reference rates.

\* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

# EXHIBIT D

**WYNDHAM****HOTEL GROUP**

Compliance Department  
 22 Sylvan Way  
 Parsippany, New Jersey 07054  
 Ph (973) 753-6000 • fax (800) 880-9445  
[www.wyndhamworldwide.com](http://www.wyndhamworldwide.com)

October 11, 2013

**VIA 2 DAY DELIVERY METHOD**

Mr. Harshad Patel  
 Bapu Corporation  
 2735 Route 22 West  
 Union, NJ 07083

**Re: NOTICE OF MONETARY DEFAULT relating to Travelodge® System Unit #7899-82109-5 located in Union, NJ (the "Facility")**

Dear Mr. Patel:

I write on behalf of Travelodge Hotels, Inc., ("we," "us," or "our") regarding the License Agreement dated December 2, 2005, between Bapu Corporation, ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of October 10, 2013, your account is past due in the amount of **\$74,821.34**. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have ten (10) days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Travelodge System.

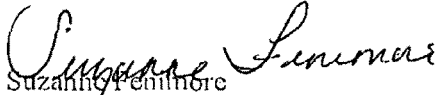
This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default.

**WYNDHAM****HOTEL GROUP**



We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Suzanne Fenimore".

Suzanne Fenimore  
Senior Director  
Contracts Compliance

Enclosure

cc: Mark Young  
Mona Christian  
Mike Piccola

Report Date : 10-OCT-13

ITEMIZED STATEMENT  
-----

As of Date (DD-MMM-YYYY): 10-OCT-2013  
 Customer No : 07899-82109-05-TRA  
 Category Set :  
 Category Group :  
 Group No :  
 Bankruptcy : No Bankruptcy Sites  
 Disputed : No  
 Finance Charges Included: Yes

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Report Date : 10-OCT-13

ITEMIZED STATEMENT  
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Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2011	30562648	05-APR-11	Q/A REINSPECTIO		0.00	0.00	239.81	239.81
			Sub Total		0.00	0.00	239.81	239.81
JUN-2011	41836521	30-JUN-11	Actual-1211A-TI		0.00	0.00	200.00	200.00
	41837306	30-JUN-11	Actual-1000A-RO		0.00	0.00	300.00	300.00

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			Sub Total	0.00	0.00	500.00	500.00
AUG-2011	41894983	31-AUG-11	Actual-1211A-TI	296.22	0.00	216.36	512.58
			Sub Total	296.22	0.00	216.36	512.58
SEP-2011	41914818	30-SEP-11	5022A-BRILLIANT	47.61	3.34	56.57	107.52
	41926363	30-SEP-11	Actual-1211A-TI	0.00	0.00	23.36	23.36
	41925729	30-SEP-11	Actual-1000A-RO	0.00	0.00	327.02	327.02
			Sub Total	47.61	3.34	406.95	457.90
OCT-2011	41937938	31-OCT-11	5022A-BRILLIANT	235.59	16.49	86.25	338.33
	41936083	31-OCT-11	5515A-DAILY GUE	247.69	0.00	89.98	337.67
	41962851	31-OCT-11	Actual-1211A-TI	0.00	0.00	25.38	25.38
	41961945	31-OCT-11	Actual-1000A-RO	0.00	0.00	329.30	329.30
			Sub Total	483.28	16.49	530.91	1030.68
NOV-2011	41989365	30-NOV-11	Actual-1211A-TI	0.00	0.00	11.93	11.93
	41988045	30-NOV-11	Actual-1000A-RO	0.00	0.00	11.55	11.55

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Report Date : 10-OCT-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
As of Date: 10-OCT-2013

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10/10/2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	0.00	0.00	23.48	23.48
DEC-2011	42027216	31-DEC-11	Actual-1211A-TI		201.40	0.00	129.20	330.60
				Sub Total	201.40	0.00	129.20	330.60
JAN-2012	42054966	31-JAN-12	Actual-1211A-TI		334.02	0.00	106.71	440.73
				Sub Total	334.02	0.00	106.71	440.73
FEB-2012	42069733	29-FEB-12	5515A-DAILY GUE		298.08	0.00	79.57	377.65
	42071495	29-FEB-12	5066A-DIRECWAY		160.00	11.20	45.69	216.89
	42084758	29-FEB-12	Actual-1211A-TI		647.35	0.00	166.78	814.13
	42086497	29-FEB-12	Actual-1000A-RO		729.26	0.00	187.67	915.93
	42072929	29-FEB-12	5022A-BRILLIANT		255.26	17.87	72.91	346.04
				Sub Total	2088.95	29.07	552.62	2670.64
MAR-2012	30672875	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	25.90	125.90
	42098524	31-MAR-12	5515A-DAILY GUE		298.08	0.00	74.96	373.04
	42119725	31-MAR-12	Actual-1211A-TI		0.00	0.00	79.73	79.73
	42118802	31-MAR-12	Actual-1000A-RO		90.96	0.00	136.16	227.12
	42099864	31-MAR-12	5022A-BRILLIANT		255.26	17.87	68.67	341.80
	42100380	31-MAR-12	5066A-DIRECWAY		160.00	11.20	43.03	214.23
				Sub Total	904.30	29.07	428.45	1361.82
APR-2012	27038318	22-APR-12	WYNREWARDS 5%		65.80	0.00	15.84	81.64

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Report Date : 10-OCT-13

ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42143898	30-APR-12	Actual-1211A-TI		692.35	0.00	163.68	856.03
	42128644	30-APR-12	5022A-BRILLIANT		255.26	17.87	64.58	337.71
	42126219	30-APR-12	5515A-DAILY GUE		298.08	0.00	70.48	368.56
	42146381	30-APR-12	Actual-1000A-RO		778.90	0.00	184.08	962.98
	42128479	30-APR-12	5066A-DIRECWAY		160.00	11.20	40.47	211.67
			Sub Total		2250.39	29.07	539.13	2818.59
MAY-2012	42180307	31-MAY-12	Actual-1000A-RO		145.12	0.00	131.59	276.71
	42181288	31-MAY-12	Actual-1211A-TI		517.88	0.00	164.23	682.11
	42157978	31-MAY-12	5515A-DAILY GUE		298.08	0.00	65.87	363.95
	10609969	31-MAY-12	GUEST SRVCS TRA		160.00	0.00	35.36	195.36
	42158799	31-MAY-12	5022A-BRILLIANT		255.26	17.87	60.34	333.47
	10609968	31-MAY-12	GUEST SATISFACT		45.00	0.00	9.88	54.88
	42159834	31-MAY-12	5066A-DIRECWAY		160.00	11.20	37.81	209.01
			Sub Total		1581.34	29.07	505.08	2115.49
JUN-2012	10611110	07-JUN-12	GUEST SATISFACT		60.00	0.00	13.05	73.05
	10611129	07-JUN-12	GUEST SRVCS TRA		160.00	0.00	34.80	194.80
	10611108	07-JUN-12	GUEST SRVCS TRA		160.00	0.00	34.80	194.80
	10611861	07-JUN-12	GUEST SATISFACT		60.00	0.00	13.05	73.05
	27039777	22-JUN-12	WYNREWARDS 5%		4.50	0.00	0.95	5.45
	42209826	30-JUN-12	Actual-1211A-TI		0.00	0.00	77.28	77.28
	42208880	30-JUN-12	Actual-1000A-RO		117.49	0.00	108.68	226.17
	42191318	30-JUN-12	5022A-BRILLIANT		255.26	17.87	56.25	329.38
	42192353	30-JUN-12	5066A-DIRECWAY		160.00	11.20	35.25	206.45
	42191583	30-JUN-12	5515A-DAILY GUE		298.08	0.00	61.39	359.47

				Sub Total	1275.33	29.07	435.50	1739.90
JUL-2012	10620383	19-JUL-12	GUEST SRVCS TRA	160.00	0.00	31.44	191.44	
	10620382	19-JUL-12	GUEST SATISFACT	114.00	0.00	22.43	136.43	

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Report Date : 10-OCT-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	10620689	19-JUL-12	GUEST SRVCS TRA	160.00	0.00	31.44	191.44	
	10620688	19-JUL-12	GUEST SATISFACT	50.00	0.00	9.86	59.86	
	27040085	22-JUL-12	WYNREWARDS 5%	18.56	0.00	3.64	22.20	
	30702865	23-JUL-12	CRS REACTIVATIO	500.00	0.00	97.25	597.25	
	42227164	30-JUL-12	5066A-DIRECWAY	160.00	11.20	32.69	203.89	
	42226037	30-JUL-12	5515A-DAILY GUE	298.08	0.00	56.92	355.00	
	42227650	30-JUL-12	5022A-BRILLIANT	255.28	17.87	52.15	325.30	
	42243608	31-JUL-12	Actual-1000A-RO	1539.36	0.00	288.16	1827.52	
	42242175	31-JUL-12	Actual-1211A-TI	1368.32	0.00	256.14	1624.46	
			Sub Total	4623.60	29.07	882.12	5534.79	
AUG-2012	10625793	02-AUG-12	GUEST SATISFACT	40.00	0.00	7.58	47.58	
	10625791	02-AUG-12	GUEST SRVCS TRA	160.00	0.00	30.32	190.32	
	10627130	09-AUG-12	GUEST SATISFACT	45.00	0.00	8.41	53.41	
	10627128	09-AUG-12	GUEST SRVCS TRA	160.00	0.00	29.76	189.76	
	10629345	16-AUG-12	GUEST SRVCS TRA	160.00	0.00	29.20	189.20	
	10629344	16-AUG-12	GUEST SATISFACT	40.00	0.00	7.30	47.30	

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27040463	22-AUG-12	WYNREWARDS CRDT	(25.00)	0.00	0.00	(25.00)
27040900	22-AUG-12	WYNREWARDS 5%	140.81	0.00	25.25	166.06
10630202	23-AUG-12	GUEST SATISFACT	294.20	0.00	52.65	346.85
10630200	23-AUG-12	GUEST SRVCS TRA	160.00	0.00	28.64	188.64
1310544	24-AUG-12	GDS & INTERNET	28.25	0.00	5.05	33.30
TM0310544	24-AUG-12	MEMBER BENEFIT	4.46	0.00	0.81	5.27
TR0310544	24-AUG-12	TMC / CONSORTIA	2.66	0.00	0.47	3.13
TA0310544	24-AUG-12	T/A COMMISSIONS	8.88	0.00	1.59	10.47
10632335	30-AUG-12	GUEST SRVCS TRA	160.00	0.00	28.08	188.08
10632334	30-AUG-12	GUEST SATISFACT	45.00	0.00	7.93	52.93
10632118	30-AUG-12	GUEST SATISFACT	91.95	0.00	16.18	108.13
10632077	30-AUG-12	GUEST SRVCS TRA	160.00	0.00	28.08	188.08
42273477	31-AUG-12	Actual-1000A-RO	1596.92	0.00	277.33	1874.25
42253127	31-AUG-12	5022A-BRILLIANT	255.26	17.87	47.78	320.91
42274114	31-AUG-12	Actual-1211A-TI	1419.48	0.00	246.50	1665.98
42254979	31-AUG-12	5066A-DIRECWAY	160.00	11.20	29.94	201.14
42253333	31-AUG-12	5515A-DAILY GUE	298.08	0.00	52.16	350.24

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Report Date : 10-OCT-13

## ITEMIZED STATEMENT

Customer No : 07899-92109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	5405.95	29.07	961.01	6396.03
SEP-2012	10635414	13-SEP-12	GUEST SRVCS TRA	160.00	0.00	26.96		186.96
	10635416	13-SEP-12	GUEST SATISFACT	280.00	0.00	47.18		327.18
	10636053	13-SEP-12	GUEST SATISFACT	60.00	0.00	10.11		70.11

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	10636054	13-SEP-12	GUEST SRVCS TRA	160.00	0.00	26.96	186.96
	10638216	20-SEP-12	GUEST SATISFACT	40.00	0.00	6.60	46.60
	10638214	20-SEP-12	GUEST SRVCS TRA	160.00	0.00	26.40	186.40
	27041167	22-SEP-12	WYNREWARDS 5%	73.67	0.00	12.08	85.75
	27041057	22-SEP-12	WYNREWARDS CRDT	(84.24)	0.00	0.00	(84.24)
	1316922	25-SEP-12	GDS & INTERNET	77.25	0.00	12.57	89.82
	TC0316922	25-SEP-12	T/A COMM SERVIC	3.27	0.00	0.53	3.80
	TA0316922	25-SEP-12	T/A COMMISSIONS	43.50	0.00	7.04	50.54
	42288808	30-SEP-12	5022A-BRILLIANT	255.26	17.87	43.69	316.82
	42302218	30-SEP-12	Actual-1211A-TI	1203.80	0.00	192.32	1396.12
	42301081	30-SEP-12	Actual-1000A-RO	1354.28	0.00	216.33	1570.61
	42287373	30-SEP-12	5066A-DIRECWAY	160.00	11.20	27.38	198.58
	42287399	30-SEP-12	5515A-DAILY GUE	298.08	0.00	47.68	345.76
			Sub Total	4244.87	29.07	703.83	4977.77
OCT-2012	30723732	02-OCT-12	ONLINE LRNG LIB	50.00	0.00	7.98	57.98
	27041708	22-OCT-12	WYNREWARDS 5%	12.50	0.00	1.85	14.35
	TC0323197	28-OCT-12	T/A COMM SERVIC	7.87	0.00	1.14	9.01
	TR0323197	28-OCT-12	TMC / CONSORTIA	15.04	0.00	2.19	17.23
	TA0323197	28-OCT-12	T/A COMMISSIONS	98.25	0.00	14.32	112.57
	1323197	28-OCT-12	GDS & INTERNET	93.25	0.00	13.65	106.90
	TM0323197	28-OCT-12	MEMBER BENEFIT	6.72	0.00	0.95	7.67
	42317183	31-OCT-12	5066A-DIRECWAY	160.00	11.20	24.72	195.92
	42336366	31-OCT-12	Actual-1000A-RO	1310.80	0.00	189.42	1500.22
	42335613	31-OCT-12	Actual-1211A-TI	1165.16	0.00	168.37	1333.53
	42317454	31-OCT-12	5022A-BRILLIANT	255.26	17.87	39.45	312.58
	42316401	31-OCT-12	5515A-DAILY GUE	298.08	0.00	43.07	341.15

Report Date : 10-OCT-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	3472.93	29.07	507.11	4009.11
NOV-2012	10645195	01-NOV-12	GUEST SATISFACT	259.00	0.00	37.28	296.28	
	10645196	01-NOV-12	GUEST SRVCS TRA	160.00	0.00	23.04	183.04	
	10648400	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	21.92	181.92	
	10647850	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	21.92	181.92	
	10647849	15-NOV-12	GUEST SATISFACT	45.00	0.00	6.19	51.19	
	10647968	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	21.92	181.92	
	10647967	15-NOV-12	GUEST SATISFACT	100.00	0.00	13.70	113.70	
	10648282	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	21.92	181.92	
	10648284	15-NOV-12	GUEST SATISFACT	25.00	0.00	3.45	28.45	
	10648399	15-NOV-12	GUEST SATISFACT	1011.45	0.00	138.58	1150.03	
	TG0329797	19-NOV-12	GSA FEES	11.99	0.00	1.64	13.63	
	TC0329797	19-NOV-12	T/A COMM SERVIC	9.25	0.00	1.23	10.48	
	1329797	19-NOV-12	GDS & INTERNET	66.00	0.00	8.89	74.89	
	TR0329797	19-NOV-12	TMC / CONSORTIA	3.15	0.00	0.43	3.58	
	TA0329797	19-NOV-12	T/A COMMISSIONS	102.53	0.00	13.85	116.38	
	TM0329797	19-NOV-12	MEMBER BENEFIT	20.16	0.00	2.70	22.86	
	10648650	21-NOV-12	GUEST SRVCS TRA	160.00	0.00	21.44	181.44	
	10648649	21-NOV-12	GUEST SATISFACT	40.00	0.00	5.36	45.36	
	10648541	21-NOV-12	GUEST SRVCS TRA	160.00	0.00	21.44	181.44	
	10648852	21-NOV-12	GUEST SRVCS TRA	160.00	0.00	21.44	181.44	
	10648851	21-NOV-12	GUEST SATISFACT	125.00	0.00	16.77	141.77	
	10648540	21-NOV-12	GUEST SATISFACT	50.00	0.00	6.73	56.73	
	27042409	22-NOV-12	WYNREWARDS 5%	47.90	0.00	6.38	54.28	
	TM0335882	26-NOV-12	MEMBER BENEFIT	2.97	0.00	0.40	3.37	
	TA0335882	26-NOV-12	T/A COMMISSIONS	5.90	0.00	0.77	6.67	
	10650550	29-NOV-12	GUEST SATISFACT	(50.00)	0.00	0.00	(50.00)	
	42349039	30-NOV-12	5022A-BRILLIANT	255.26	17.87	35.36	308.49	
	42368160	30-NOV-12	Actual-1000A-RO	2067.93	0.00	267.78	2335.71	
	42363428	30-NOV-12	Actual-1211A-TI	1838.16	0.00	238.03	2076.19	
	42348652	30-NOV-12	5515A-DAILY GUE	298.08	0.00	38.59	336.67	
	42349082	30-NOV-12	5066A-DIRECWAY	160.00	11.20	22.16	193.36	

Report Date : 10-OCT-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
Sub Total					7774.73	29.07	1041.31	8845.11
DEC-2012	10650951	06-DEC-12	GUEST SRVCS TRA		160.00	0.00	20.24	180.24
	10650950	06-DEC-12	GUEST SATISFACT		40.00	0.00	5.06	45.06
	30743965	10-DEC-12	WYNGST RMS FEE		1400.00	98.00	186.50	1684.50
	10651193	12-DEC-12	GUEST SATISFACT		75.00	0.00	9.26	84.26
	10651194	12-DEC-12	GUEST SRVCS TRA		160.00	0.00	19.76	179.76
	TC0342450	19-DEC-12	T/A COMM SERVIC		4.60	0.00	0.54	5.14
	TA0342450	19-DEC-12	T/A COMMISSIONS		61.48	0.00	7.36	68.84
	TR0342450	19-DEC-12	TMC / CONSORTIA		15.57	0.00	1.86	17.43
	1342450	19-DEC-12	GDS & INTERNET		48.00	0.00	5.74	53.74
	27043222	22-DEC-12	WYNREWARDS 5%		383.95	0.00	45.50	429.45
	42397544	31-DEC-12	Accrual-1211A-T *		582.08	0.00	66.35	648.43
	42378858	31-DEC-12	5066A-DIRECWAY		160.00	11.20	19.51	190.71
	42380177	31-DEC-12	5022A-BRILLIANT		255.26	17.87	31.13	304.26
	42398865	31-DEC-12	Accrual-1000A-R *		654.84	0.00	74.65	729.49
	42377611	31-DEC-12	5515A-DAILY GUE		298.08	0.00	33.97	332.05
Sub Total					4298.86	127.07	527.43	4953.36
JAN-2013	10653655	09-JAN-13	GUEST SRVCS TRA		160.00	0.00	17.52	177.52
	10653657	09-JAN-13	GUEST SATISFACT		40.00	0.00	4.38	44.38
	10653926	09-JAN-13	GUEST SRVCS TRA		160.00	0.00	17.52	177.52
	10653928	09-JAN-13	GUEST SATISFACT		75.00	0.00	8.21	83.21
	10654442	16-JAN-13	GUEST SATISFACT		65.00	0.00	6.91	71.91
	10654440	16-JAN-13	GUEST SRVCS TRA		160.00	0.00	16.96	176.96
	10655059	16-JAN-13	GUEST SATISFACT		239.66	0.00	25.38	265.04

[https://oracle.wyndhamworldwide.com:8005/OA\\_CGI/FNDWRR.exe?temp\\_id=3938431874](https://oracle.wyndhamworldwide.com:8005/OA_CGI/FNDWRR.exe?temp_id=3938431874)

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10655057	16-JAN-13	GUEST SRVCS TRA	160.00	0.00	16.96	176.96
27043478	22-JAN-13	WYNREWARDS CRDT	(51.76)	0.00	0.00	(51.76)
27043331	22-JAN-13	WYNREWARDS 5%	26.02	0.00	2.67	28.69
10655778	23-JAN-13	GUEST SATISFACT	75.00	0.00	7.69	82.69
10655776	23-JAN-13	GUEST SRVCS TRA	160.00	0.00	16.40	176.40
TM0348901	25-JAN-13	MEMBER BENEFIT	20.14	0.00	2.03	22.17
1348901	25-JAN-13	GDS & INTERNET	132.75	0.00	13.48	146.23

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Report Date : 10-OCT-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	TA0348901	25-JAN-13	T/A COMMISSIONS		120.46	0.00	12.24	132.70
	TR0348901	25-JAN-13	TMC / CONSORTIA		69.57	0.00	7.06	76.63
	TC0348901	25-JAN-13	T/A COMM SERVIC		10.54	0.00	1.06	11.60
	42411603	31-JAN-13	5022A-BRILLIANT		255.26	17.87	26.90	300.03
	42428411	31-JAN-13	Accrual-1211A-T *		525.68	0.00	51.80	577.48
	42411728	31-JAN-13	5066A-DIRECWAY		160.00	11.20	16.85	188.05
	42411371	31-JAN-13	5515A-DAILY GUE		298.08	0.00	29.36	327.44
	42429591	31-JAN-13	Accrual-1000A-R *		591.39	0.00	58.26	649.65
			Sub Total		3452.79	29.07	359.64	3841.50
FEB-2013	10656858	06-FEB-13	GUEST SRVCS TRA		160.00	0.00	15.28	175.28
	10656860	06-FEB-13	GUEST SATISFACT		107.48	0.00	10.28	117.76
	10657336	14-FEB-13	GUEST SATISFACT		113.80	0.00	10.41	124.21
	27043921	22-FEB-13	WYNREWARDS 5%		54.50	0.00	4.76	59.26
	TM0355468	25-FEB-13	MEMBER BENEFIT		9.24	0.00	0.79	10.03
	TA0355468	25-FEB-13	T/A COMMISSIONS		54.39	0.00	4.68	59.07
	TR0355468	25-FEB-13	TMC / CONSORTIA		11.89	0.00	1.01	12.90

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10/10/2013

TC0355468	25-FEB-13	T/A COMM SERVIC	4.77	0.00	0.40	5.17
1355468	25-FEB-13	GDS & INTERNET	48.25	0.00	4.15	52.40
42439879	28-FEB-13	5066A-DIRECWAY	160.00	11.20	14.46	185.66
42440961	28-FEB-13	5022A-BRILLIANT	255.26	17.87	23.08	296.21
42460552	28-FEB-13	Accrual-1211A-T *	101.24	0.00	8.56	109.80
42460551	28-FEB-13	Accrual-1000A-R *	113.90	0.00	9.64	123.54
42440247	28-FEB-13	5515A-DAILY GUE	298.08	0.00	25.18	323.26

Sub Total	1492.80	29.07	132.68	1654.55
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MAR-2013	27044642	22-MAR-13	WYNREWARDS 5%	16.50	0.00	1.23	17.73
	TR0362206	26-MAR-13	TMC / CONSORTIA	3.50	0.00	0.24	3.74
	TA0362206	26-MAR-13	T/A COMMISSIONS	36.99	0.00	2.63	39.62
	TC0362206	26-MAR-13	T/A COMM SERVIC	2.77	0.00	0.19	2.96
	1362206	26-MAR-13	GDS & INTERNET	17.75	0.00	1.29	19.04
	42471178	31-MAR-13	5066A-DIRECWAY	160.00	11.20	11.80	183.00
	42468986	31-MAR-13	5515A-DAILY GUE	298.08	0.00	20.57	318.65

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Report Date : 10-OCT-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42486981	31-MAR-13	Accrual-1211A-T *	468.32	0.00	32.31	500.63	
	42469252	31-MAR-13	5022A-BRILLIANT	255.26	17.87	18.84	291.97	
	42486980	31-MAR-13	Accrual-1000A-R *	526.86	0.00	36.36	563.22	
	Sub Total			1786.03	29.07	125.46	1940.56	



APR-2013	30782370	05-APR-13	GLOBAL CONFEREN	1049.00	0.00	0.00	1049.00
	10666761	18-APR-13	GUEST SRVCS TRA	160.00	0.00	9.60	169.60
	10666952	18-APR-13	GUEST SATISFACT	35.00	0.00	2.10	37.10
	27045045	22-APR-13	WYNREWARDS 5%	13.00	0.00	0.76	13.76
	30788711	22-APR-13	GDS BILLING COR	(15.75)	0.00	0.00	(15.75)
	TA0368429	23-APR-13	T/A COMMISSIONS	27.00	0.00	1.56	28.56
	TC0368429	23-APR-13	T/A COMM SERVIC	2.01	0.00	0.11	2.12
	1368429	23-APR-13	GDS & INTERNET	18.75	0.00	1.08	19.83
	TR0368429	23-APR-13	TMC / CONSORTIA	9.45	0.00	0.55	10.00
	42519240	30-APR-13	Accrual-1000A-R *	648.27	0.00	35.01	683.28
	42501085	30-APR-13	5066A-DIRECWAY	160.00	11.20	9.24	180.44
	42519406	30-APR-13	Accrual-1211A-T *	576.24	0.00	31.11	607.35
	42499112	30-APR-13	5034A-WYNGUEST	425.00	29.75	24.56	479.31
	42500261	30-APR-13	5515A-DAILY GUE	298.08	0.00	16.09	314.17

Sub Total	3406.05	40.95	131.77	3578.77
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MAY-2013	27045865	22-MAY-13	WYNREWARDS 5%	(8.50)	0.00	0.00	(8.50)
	42532478	31-MAY-13	5066A-DIRECWAY	160.00	11.20	6.58	177.78
	42551733	31-MAY-13	Accrual-1211A-T *	643.56	0.00	24.79	668.35
	42532090	31-MAY-13	5034A-WYNGUEST	425.00	29.75	17.51	472.26
	42534657	31-MAY-13	5515A-DAILY GUE	298.08	0.00	11.48	309.56
	42551732	31-MAY-13	Accrual-1000A-R *	724.01	0.00	27.87	751.88

Sub Total	2242.15	40.95	88.23	2371.33
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JUN-2013	30806253	13-JUN-13	ONLINE LRNG LIB	60.00	0.00	1.92	61.92
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Report Date : 10-OCT-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	TM0385560	20-JUN-13	MEMBER BENEFIT		8.40	0.00	0.24	8.64
	27046463	22-JUN-13	WYNREWARDS 5%		32.98	0.00	0.91	33.89
	10682304	28-JUN-13	GUEST SATISFACT		(65.00)	0.00	0.00	(65.00)
	42557767	30-JUN-13	5066A-DIRECWAY		160.00	11.20	4.02	175.22
	42556214	30-JUN-13	5034A-WYNGUEST		425.00	29.75	10.69	465.44
	42580666	30-JUN-13	Accrual-1211A-T *		731.08	0.00	17.18	748.26
	42580665	30-JUN-13	Accrual-1000A-R *		822.47	0.00	19.33	841.80
	42557824	30-JUN-13	5515A-DAILY GUE		298.08	0.00	7.00	305.08
			Sub Total		2473.01	40.95	61.29	2575.25
JUL-2013	10680848	04-JUL-13	GUEST SATISFACT		65.00	0.00	1.40	66.40
	10684777	18-JUL-13	GUEST SATISFACT		73.95	0.00	1.07	75.02
	10685249	18-JUL-13	GUEST SRVCS TRA		160.00	0.00	2.32	162.32
	27047114	22-JUL-13	WYNREWARDS 5%		53.80	0.00	0.67	54.47
	42607310	31-JUL-13	Accrual-1000A-R *		873.99	0.00	6.99	880.98
	42592598	31-JUL-13	5066A-DIRECWAY		160.00	11.20	1.37	172.57
	42593918	31-JUL-13	5515A-DAILY GUE		298.08	0.00	2.38	300.46
	42607311	31-JUL-13	Accrual-1211A-T *		776.88	0.00	6.22	783.10
	42592161	31-JUL-13	5034A-WYNGUEST		425.00	29.75	3.64	458.39
			Sub Total		2886.70	40.95	26.06	2953.71
AUG-2013	10689691	01-AUG-13	GUEST SATISFACT		137.95	0.00	1.03	138.98
	10688581	01-AUG-13	GUEST SRVCS TRA		160.00	0.00	1.20	161.20
	27047838	22-AUG-13	WYNREWARDS 5%		69.48	0.00	0.00	69.48
	30829090	22-AUG-13	On Site Fee		100.00	0.00	0.00	100.00
	TC0395029	23-AUG-13	T/A COMM SERVIC		4.29	0.00	0.00	4.29
	TM0395029	23-AUG-13	MEMBER BENEFIT		17.64	0.00	0.00	17.64
	TA0395029	23-AUG-13	T/A COMMISSIONS		35.15	0.00	0.00	35.15
	TR0395029	23-AUG-13	TMC / CONSORTIA		2.97	0.00	0.00	2.97
	1395029	23-AUG-13	GDS & INTERNET		26.20	0.00	0.00	26.20
	42640788	31-AUG-13	Accrual-1000A-R *		1020.29	0.00	0.00	1020.29
	42619811	31-AUG-13	5066A-DIRECWAY		160.00	11.20	0.00	171.20
	42620281	31-AUG-13	5515A-DAILY GUE		298.08	0.00	0.00	298.08

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Report Date : 10-OCT-13

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 10-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42619241	31-AUG-13	5034A-WYNGUEST		425.00	29.75	0.00	454.75
	42640789	31-AUG-13	Accrual-1211A-T	*	906.92	0.00	0.00	906.92
			Sub Total		3363.97	40.95	2.23	3407.15
SEP-2013	10699797	12-SEP-13	GUEST SATISFACT		62.00	0.00	0.00	62.00
	10700459	12-SEP-13	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	27048954	22-SEP-13	WYNREWARDS CRDT		(45.00)	0.00	0.00	(45.00)
	27049157	22-SEP-13	WYNREWARDS 5%		92.51	0.00	0.00	92.51
	TA0408330	25-SEP-13	T/A COMMISSIONS		131.35	0.00	0.00	131.35
	TR0408330	25-SEP-13	TMC / CONSORTIA		12.77	0.00	0.00	12.77
	1408330	25-SEP-13	GDS & INTERNET		31.75	0.00	0.00	31.75
	TC0408330	25-SEP-13	T/A COMM SERVIC		9.85	0.00	0.00	9.85
	42643308	30-SEP-13	5066A-DIRECWAY		160.00	11.20	0.00	171.20
	42647070	30-SEP-13	5515A-DAILY GUE		298.08	0.00	0.00	298.08
	42649554	30-SEP-13	5034A-WYNGUEST		425.00	29.75	0.00	454.75
	42667942	30-SEP-13	Accrual-1211A-T	*	1016.88	0.00	0.00	1016.88
	42667940	30-SEP-13	Accrual-1000A-R	*	1143.99	0.00	0.00	1143.99
			Sub Total		3499.18	40.95	0.00	3540.13
			Grand Total		63886.46	770.51	10164.37	74821.34

Requested By: Yelena Danishevsky

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10/10/2013

\* Please note the accruals on your account are estimates.  
Make sure to promptly submit your actual gross room revenue and rooms sold.

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Report Date : 10-OCT-13

ITEMIZED STATEMENT  
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\*\*\*\*\* END OF REPORT \*\*\*\*\*

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10/10/2013

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10/10/2013

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 11 Oct 2013

Tracking Number:

1Z22445X0292592603

**1** Address Information

**Ship To:**  
Bapu Corp  
Harshad Patel  
Travelodge  
2735 Route 22 West  
UNION NJ 070838523  
Telephone:(908) 687-8600

**Ship From:**  
Wyndham Hotel Group - 22 Sylvan  
Elena Danishevsky  
22 Sylvan Way  
Parsippany NJ 07054  
Telephone:973-753-7236

**Return Address:**  
Wyndham Hotel Group - 22 Sylvan  
Elena Danishevsky  
22 Sylvan Way  
Parsippany NJ 07054  
Telephone:973-753-7236

**2** Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696 Reference # 2 - Reference # 3 -

**3** UPS Shipping Service and Shipping Options

<b>Service:</b>	UPS 2nd Day Air
<b>Shipping Fees Subtotal:</b>	13.76 USD
<b>Transportation</b>	12.40 USD
<b>Fuel Surcharge</b>	1.36 USD

**4** Payment Information

**Bill Shipping Charges to:** Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

<b>Total Charged:</b>	13.76 USD
<b>Negotiated Total:</b>	5.67 USD

Note: Your invoice may vary from the displayed reference rates.

\* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.



# EXHIBIT E

# WYNDHAM

## HOTEL GROUP

Compliance Department  
22 Sylvan Way  
Parsippany, New Jersey 07054  
Ph (973) 753-6000 • fax (800) 880-9445  
[www.wyndhamworldwide.com](http://www.wyndhamworldwide.com)

January 2, 2014

### VIA OVERNIGHT DELIVERY METHOD

Mr. Harshad Patel  
Bapu Corporation  
2735 Route 22 West  
Union, NJ 07083

**Re: NOTICE OF TERMINATION** of the License Agreement, dated December 21, 2005, (the "Agreement") between Bapu Corporation, ("you" or "your") and Travelodge Hotels, Inc., ("we", "our" or "us") for the Travelodge® System Unit #07899-82109-5 located in Union, NJ (the "Facility")

Dear Mr. Patel:

We write to give you formal notice of the termination of the License granted under the Agreement to operate the Facility as part of the Travelodge System (the "Notice"). This termination is a result of your failure to cure your default under the Agreement, due to your failure to meet your financial obligations. The termination of your Agreement is effective as of March 3, 2014, (the "Termination Date").

Because the Agreement will terminate, you must perform your post-termination obligations such as the removal of all items that display or refer to the Travelodge brand at the Facility. The de-identification procedures are specified in the attachment to this Notice. These de-identification procedures must be completed within ten (10) days from the Termination Date.

You must also pay us the full amount of all Recurring Fees and other charges due under the Agreement through the date you complete the de-identification process. We estimate that, as of the date of this Notice, you owe us \$89,313.85 in Recurring Fees. This amount is described in more detail in the attached itemized statement. Additionally, you must pay us Liquidated Damages of \$43,725.12 as specified in Section 18.6 of the Agreement.

Please know that, because the Agreement will terminate, you will also lose the right to continue to use the seamless interface version of your property management system. You must make arrangements with the software vendor for a new license to use the property management system. If the Facility has WynGuest system installed, please be advised that due to the termination you will have no functionality from the system. Should you wish to continue using an independent version of the software, please contact Sabre at 877-520-3646. If your property is planning to migrate to another property management system, please contact your provider to expedite the installation. If you would like to inquire about the data maintained in the system, please contact Hotel Technology Client Support at 506-646-2521 to obtain reporting of that data.

# WYNDHAM

## HOTEL GROUP



Mr. Harshad Patel  
January 2, 2014  
Page Two

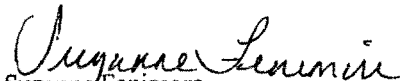
If within the ten (10) day period described above, you do not timely remove the exterior signage which bears the Travelodge name and Marks, we may exercise our rights under the Agreement and send an independent contractor to the Facility to remove all such signage at and around the Facility. The cost of sign removal will be added to your final invoice from us. If you object to the removal of the signage by our independent contractor, you must notify us within ten (10) days of the date of Termination Date.

If you do not timely complete each of these post-termination obligations, we will refer this matter to our legal department to ensure that we recover from you all amounts owed and that all of your post-termination obligations to us are performed.

This Notice does not modify, replace or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility.

If you have any questions regarding your obligations under this Notice, please contact Charlene Martin, Senior Manager of Settlements, at (973) 753-7602.

Sincerely,

  
Suzanne Fenimore  
Senior Director  
Contracts Compliance

Enclosures

cc: Caryl Porter  
Larry Geer  
Charlene Martin  
Joe Maida  
Michael Piccola

Report Date : 02-JAN-14

ITEMIZED STATEMENT  
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As of Date (DD-MMM-YYYY): 02-JAN-2014  
 Customer No : 07899-82109-05-TRA  
 Category Set :  
 Category Group :  
 Group No :  
 Bankruptcy : No Bankruptcy Sites  
 Disputed : No  
 Finance Charges Included: Yes

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□

Report Date : 02-JAN-14

ITEMIZED STATEMENT  
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Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 02-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2011	30562648	05-APR-11	Q/A REINSPECTIO		0.00	0.00	239.81	239.81
			Sub Total		0.00	0.00	239.81	239.81
JUN-2011	41836521	30-JUN-11	Actual-1211A-TI		0.00	0.00	200.00	200.00
	41837306	30-JUN-11	Actual-1000A-RO		0.00	0.00	300.00	300.00

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1/2/2014

			Sub Total	0.00	0.00	500.00	500.00
AUG-2011	41894983	31-AUG-11	Actual-1211A-TI	296.22	0.00	216.36	512.58
			Sub Total	296.22	0.00	216.36	512.58
SEP-2011	41914818	30-SEP-11	5022A-BRILLIANT	47.61	3.34	57.26	108.21
	41926363	30-SEP-11	Actual-1211A-TI	0.00	0.00	23.36	23.36
	41925729	30-SEP-11	Actual-1000A-RO	0.00	0.00	327.02	327.02
			Sub Total	47.61	3.34	407.64	458.59
OCT-2011	41937938	31-OCT-11	5022A-BRILLIANT	235.59	16.49	94.87	346.95
	41936083	31-OCT-11	5515A-DAILY GUE	247.69	0.00	93.70	341.39
	41962851	31-OCT-11	Actual-1211A-TI	0.00	0.00	25.38	25.38
	41961945	31-OCT-11	Actual-1000A-RO	0.00	0.00	329.30	329.30
			Sub Total	483.28	16.49	543.25	1043.02
NOV-2011	41989365	30-NOV-11	Actual-1211A-TI	0.00	0.00	11.93	11.93
	41988045	30-NOV-11	Actual-1000A-RO	0.00	0.00	11.55	11.55

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Report Date : 02-JAN-14

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
As of Date: 02-JAN-2014

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1/2/2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
			Sub Total		0.00	0.00	23.48	23.48
DEC-2011	42027216	31-DEC-11	Actual-1211A-TI		201.40	0.00	138.36	339.76
			Sub Total		201.40	0.00	138.36	339.76
JAN-2012	42054966	31-JAN-12	Actual-1211A-TI		334.02	0.00	121.91	455.93
			Sub Total		334.02	0.00	121.91	455.93
FEB-2012	42069733	29-FEB-12	5515A-DAILY GUE		298.08	0.00	93.13	391.21
	42071495	29-FEB-12	5066A-DIRECWAY		160.00	11.20	53.48	224.68
	42084758	29-FEB-12	Actual-1211A-TI		647.35	0.00	196.23	843.58
	42086497	29-FEB-12	Actual-1000A-RO		728.26	0.00	220.80	949.06
	42072929	29-FEB-12	5022A-BRILLIANT		255.26	17.87	85.34	358.47
			Sub Total		2088.95	29.07	648.98	2767.00
MAR-2012	30672875	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	30.45	130.45
	42098524	31-MAR-12	5515A-DAILY GUE		298.08	0.00	88.52	386.60
	42119725	31-MAR-12	Actual-1211A-TI		0.00	0.00	79.73	79.73
	42118802	31-MAR-12	Actual-1000A-RO		90.96	0.00	140.29	231.25
	42099864	31-MAR-12	5022A-BRILLIANT		255.26	17.87	81.10	354.23
	42100380	31-MAR-12	5066A-DIRECWAY		160.00	11.20	50.82	222.02
			Sub Total		904.30	29.07	470.91	1404.28
APR-2012	27038318	22-APR-12	WYNREWARDS 5%		65.80	0.00	18.84	84.64



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	42143898	30-APR-12	Actual-1211A-TI		692.35	0.00	195.19	887.54
	42128644	30-APR-12	5022A-BRILLIANT		255.26	17.87	77.01	350.14
	42126219	30-APR-12	5515A-DAILY GUE		298.08	0.00	84.04	382.12
	42146381	30-APR-12	Actual-1000A-RO		778.90	0.00	219.51	998.41
	42128479	30-APR-12	5066A-DIRECWAY		160.00	11.20	48.26	219.46
	Sub Total				2250.39	29.07	642.85	2922.31
MAY-2012	42180307	31-MAY-12	Actual-1000A-RO		145.12	0.00	138.20	283.32
	42181288	31-MAY-12	Actual-1211A-TI		517.88	0.00	187.80	705.68
	42157978	31-MAY-12	5515A-DAILY GUE		298.08	0.00	79.43	377.51
	10609969	31-MAY-12	GUEST SRVCS TRA		160.00	0.00	42.64	202.64
	42158799	31-MAY-12	5022A-BRILLIANT		255.26	17.87	72.77	345.90
	10609968	31-MAY-12	GUEST SATISFACT		45.00	0.00	11.89	56.89
	42159834	31-MAY-12	5066A-DIRECWAY		160.00	11.20	45.60	216.80
	Sub Total				1581.34	29.07	578.33	2188.74
JUN-2012	10611110	07-JUN-12	GUEST SATISFACT		60.00	0.00	15.78	75.78
	10611129	07-JUN-12	GUEST SRVCS TRA		160.00	0.00	42.08	202.08
	10611108	07-JUN-12	GUEST SRVCS TRA		160.00	0.00	42.08	202.08
	10611861	07-JUN-12	GUEST SATISFACT		60.00	0.00	15.78	75.78
	27039777	22-JUN-12	WYNREWARDS 5%		4.50	0.00	1.16	5.66
	42209826	30-JUN-12	Actual-1211A-TI		0.00	0.00	77.28	77.28
	42208880	30-JUN-12	Actual-1000A-RO		117.49	0.00	114.02	231.51
	42191318	30-JUN-12	5022A-BRILLIANT		255.26	17.87	68.68	341.81
	42192353	30-JUN-12	5066A-DIRECWAY		160.00	11.20	43.04	214.24
	42191583	30-JUN-12	5515A-DAILY GUE		298.08	0.00	74.95	373.03

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				Sub Total	1275.33	29.07	494.85	1799.25
JUL-2012	10620383	19-JUL-12	GUEST SRVCS TRA	160.00	0.00	38.72	198.72	
	10620382	19-JUL-12	GUEST SATISFACT	114.00	0.00	27.62	141.62	

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	10620689	19-JUL-12	GUEST SRVCS TRA	160.00		0.00	38.72	198.72
	10620688	19-JUL-12	GUEST SATISFACT	50.00		0.00	12.14	62.14
	27040085	22-JUL-12	WYNREWARDS 5%	18.56		0.00	4.49	23.05
	30702865	23-JUL-12	CRS REACTIVATIO	500.00		0.00	120.00	620.00
	42227164	30-JUL-12	5066A-DIRECWAY	160.00		11.20	40.48	211.68
	42226037	30-JUL-12	5515A-DAILY GUE	298.08		0.00	70.48	368.56
	42227650	30-JUL-12	5022A-BRILLIANT	255.28		17.87	64.58	337.73
	42243608	31-JUL-12	Actual-1000A-RO	1539.36		0.00	358.20	1897.56
	42242175	31-JUL-12	Actual-1211A-TI	1368.32		0.00	318.39	1686.71
			Sub Total	4623.60		29.07	1093.82	5746.49
AUG-2012	10625793	02-AUG-12	GUEST SATISFACT	40.00		0.00	9.40	49.40
	10625791	02-AUG-12	GUEST SRVCS TRA	160.00		0.00	37.60	197.60
	10627130	09-AUG-12	GUEST SATISFACT	45.00		0.00	10.47	55.47
	10627128	09-AUG-12	GUEST SRVCS TRA	160.00		0.00	37.04	197.04
	10629345	16-AUG-12	GUEST SRVCS TRA	160.00		0.00	36.48	196.48
	10629344	16-AUG-12	GUEST SATISFACT	40.00		0.00	9.12	49.12

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27040463	22-AUG-12	WYNREWARDS CRDT	(25.00)	0.00	0.00	(25.00)
27040900	22-AUG-12	WYNREWARDS 5%	140.81	0.00	31.65	172.46
10630202	23-AUG-12	GUEST SATISFACT	294.20	0.00	66.03	360.23
10630200	23-AUG-12	GUEST SRVCS TRA	160.00	0.00	35.92	195.92
1310544	24-AUG-12	GDS & INTERNET	28.25	0.00	6.33	34.58
TM0310544	24-AUG-12	MEMBER BENEFIT	4.46	0.00	1.02	5.48
TR0310544	24-AUG-12	TMC / CONSORTIA	2.66	0.00	0.59	3.25
TA0310544	24-AUG-12	T/A COMMISSIONS	8.88	0.00	1.99	10.87
10632335	30-AUG-12	GUEST SRVCS TRA	160.00	0.00	35.36	195.36
10632334	30-AUG-12	GUEST SATISFACT	45.00	0.00	9.99	54.99
10632118	30-AUG-12	GUEST SATISFACT	91.95	0.00	20.37	112.32
10632077	30-AUG-12	GUEST SRVCS TRA	160.00	0.00	35.36	195.36
42273477	31-AUG-12	Actual-1000A-RO	1596.92	0.00	349.98	1946.90
42253127	31-AUG-12	5022A-BRILLIANT	255.26	17.87	60.21	333.34
42274114	31-AUG-12	Actual-1211A-TI	1419.48	0.00	311.08	1730.56
42254979	31-AUG-12	5066A-DIRECWAY	160.00	11.20	37.73	208.93
42253333	31-AUG-12	5515A-DAILY GUE	298.08	0.00	65.72	363.80

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				Sub Total	5405.95	29.07	1209.44	6644.46
SEP-2012	10635414	13-SEP-12	GUEST SRVCS TRA	160.00	0.00	34.24	194.24	
	10635416	13-SEP-12	GUEST SATISFACT	280.00	0.00	59.92	339.92	
	10636053	13-SEP-12	GUEST SATISFACT	60.00	0.00	12.84	72.84	

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10636054	13-SEP-12	GUEST SRVCS TRA	160.00	0.00	34.24	194.24	
10638216	20-SEP-12	GUEST SATISFACT	40.00	0.00	8.42	48.42	
10638214	20-SEP-12	GUEST SRVCS TRA	160.00	0.00	33.68	193.68	
27041167	22-SEP-12	WYNREWARDS 5%	73.67	0.00	15.44	89.11	
27041057	22-SEP-12	WYNREWARDS CRDT	(84.24)	0.00	0.00	(84.24)	
1316922	25-SEP-12	GDS & INTERNET	77.25	0.00	16.09	93.34	
TC0316922	25-SEP-12	T/A COMM SERVIC	3.27	0.00	0.68	3.95	
TA0316922	25-SEP-12	T/A COMMISSIONS	43.50	0.00	9.01	52.51	
42288808	30-SEP-12	5022A-BRILLIANT	255.26	17.87	56.12	329.25	
42302218	30-SEP-12	Actual-1211A-TI	1203.80	0.00	247.10	1450.90	
42301081	30-SEP-12	Actual-1000A-RO	1354.28	0.00	277.94	1632.22	
42287373	30-SEP-12	5066A-DIRECWAY	160.00	11.20	35.17	206.37	
42287399	30-SEP-12	5515A-DAILY GUE	298.08	0.00	61.24	359.32	
Sub Total			4244.87	29.07	902.13	5176.07	
OCT-2012	30723732	02-OCT-12	ONLINE LRNG LIB	50.00	0.00	10.26	60.26
	27041708	22-OCT-12	WYNREWARDS 5%	12.50	0.00	2.42	14.92
	TC0323197	28-OCT-12	T/A COMM SERVIC	7.87	0.00	1.50	9.37
	TR0323197	28-OCT-12	TMC / CONSORTIA	15.04	0.00	2.88	17.92
	TA0323197	28-OCT-12	T/A COMMISSIONS	98.25	0.00	18.78	117.03
	1323197	28-OCT-12	GDS & INTERNET	93.25	0.00	17.90	111.15
	TM0323197	28-OCT-12	MEMBER BENEFIT	6.72	0.00	1.25	7.97
	42317183	31-OCT-12	5066A-DIRECWAY	160.00	11.20	32.51	203.71
	42336366	31-OCT-12	Actual-1000A-RO	1310.80	0.00	249.06	1559.86
	42335613	31-OCT-12	Actual-1211A-TI	1165.16	0.00	221.39	1386.55
	42317454	31-OCT-12	5022A-BRILLIANT	255.26	17.87	51.88	325.01
	42316401	31-OCT-12	5515A-DAILY GUE	298.08	0.00	56.63	354.71

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				Sub Total	3472.93	29.07	666.46	4168.46
NOV-2012	10645195	01-NOV-12	GUEST SATISFACT	259.00	0.00	49.07		308.07
	10645196	01-NOV-12	GUEST SRVCS TRA	160.00	0.00	30.32		190.32
	10648400	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	29.20		189.20
	10647850	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	29.20		189.20
	10647849	15-NOV-12	GUEST SATISFACT	45.00	0.00	8.25		53.25
	10647968	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	29.20		189.20
	10647967	15-NOV-12	GUEST SATISFACT	100.00	0.00	18.25		118.25
	10648282	15-NOV-12	GUEST SRVCS TRA	160.00	0.00	29.20		189.20
	10648284	15-NOV-12	GUEST SATISFACT	25.00	0.00	4.60		29.60
	10648399	15-NOV-12	GUEST SATISFACT	1011.45	0.00	184.60		1196.05
	TG0329797	19-NOV-12	GSA FEES	11.99	0.00	2.19		14.18
	TC0329797	19-NOV-12	T/A COMM SERVIC	9.25	0.00	1.65		10.90
	1329797	19-NOV-12	GDS & INTERNET	66.00	0.00	11.89		77.89
	TR0329797	19-NOV-12	TMC / CONSORTIA	3.15	0.00	0.58		3.73
	TA0329797	19-NOV-12	T/A COMMISSIONS	102.53	0.00	18.52		121.05
	TM0329797	19-NOV-12	MEMBER BENEFIT	20.16	0.00	3.61		23.77
	10648650	21-NOV-12	GUEST SRVCS TRA	160.00	0.00	28.72		188.72
	10648649	21-NOV-12	GUEST SATISFACT	40.00	0.00	7.18		47.18
	10648541	21-NOV-12	GUEST SRVCS TRA	160.00	0.00	28.72		188.72
	10648852	21-NOV-12	GUEST SRVCS TRA	160.00	0.00	28.72		188.72
	10648851	21-NOV-12	GUEST SATISFACT	125.00	0.00	22.47		147.47
	10648540	21-NOV-12	GUEST SATISFACT	50.00	0.00	9.01		59.01
	27042409	22-NOV-12	WYNREWARDS 5%	47.90	0.00	8.56		56.46
	TM0335882	26-NOV-12	MEMBER BENEFIT	2.97	0.00	0.53		3.50
	TA0335882	26-NOV-12	T/A COMMISSIONS	5.90	0.00	1.04		6.94
	10650550	29-NOV-12	GUEST SATISFACT	(50.00)	0.00	0.00		(50.00)
	42349039	30-NOV-12	5022A-BRILLIANT	255.26	17.87	47.79		320.92
	42368160	30-NOV-12	Actual-1000A-RO	2067.93	0.00	361.87		2429.80
	42363428	30-NOV-12	Actual-1211A-TI	1838.16	0.00	321.66		2159.82
	42348652	30-NOV-12	5515A-DAILY GUE	298.08	0.00	52.15		350.23
	42349082	30-NOV-12	5066A-DIRECWAY	160.00	11.20	29.95		201.15

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Sub Total					7774.73	29.07	1398.70	9202.50
DEC-2012	10650951	06-DEC-12	GUEST SRVCS TRA		160.00	0.00	27.52	187.52
	10650950	06-DEC-12	GUEST SATISFACT		40.00	0.00	6.88	46.88
	30743965	10-DEC-12	WYNGST RMS FEE		1400.00	98.00	254.66	1752.66
	10651193	12-DEC-12	GUEST SATISFACT		75.00	0.00	12.68	87.68
	10651194	12-DEC-12	GUEST SRVCS TRA		160.00	0.00	27.04	187.04
	TC0342450	19-DEC-12	T/A COMM SERVIC		4.60	0.00	0.75	5.35
	TA0342450	19-DEC-12	T/A COMMISSIONS		61.48	0.00	10.15	71.63
	TR0342450	19-DEC-12	TMC / CONSORTIA		15.57	0.00	2.56	18.13
	1342450	19-DEC-12	GDS & INTERNET		48.00	0.00	7.92	55.92
	27043222	22-DEC-12	WYNREWARDS 5%		383.95	0.00	62.97	446.92
	42397544	31-DEC-12	Accrual-1211A-T	*	582.08	0.00	92.83	674.91
	42378858	31-DEC-12	5066A-DIRECWAY		160.00	11.20	27.30	198.50
	42380177	31-DEC-12	5022A-BRILLIANT		255.26	17.87	43.56	316.69
	42398865	31-DEC-12	Accrual-1000A-R	*	654.84	0.00	104.44	759.28
	42377611	31-DEC-12	5515A-DAILY GUE		298.08	0.00	47.53	345.61
Sub Total					4298.86	127.07	728.79	5154.72
JAN-2013	10653655	09-JAN-13	GUEST SRVCS TRA		160.00	0.00	24.80	184.80
	10653657	09-JAN-13	GUEST SATISFACT		40.00	0.00	6.20	46.20
	10653926	09-JAN-13	GUEST SRVCS TRA		160.00	0.00	24.80	184.80
	10653928	09-JAN-13	GUEST SATISFACT		75.00	0.00	11.63	86.63
	10654442	16-JAN-13	GUEST SATISFACT		65.00	0.00	9.88	74.88
	10654440	16-JAN-13	GUEST SRVCS TRA		160.00	0.00	24.24	184.24
	10655059	16-JAN-13	GUEST SATISFACT		239.66	0.00	36.27	275.93

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10655057	16-JAN-13	GUEST SRVCS TRA	160.00	0.00	24.24	184.24
27043331	22-JAN-13	WYNREWARDS 5%	26.02	0.00	3.85	29.87
27043478	22-JAN-13	WYNREWARDS CRDT	(51.76)	0.00	0.00	(51.76)
10655778	23-JAN-13	GUEST SATISFACT	75.00	0.00	11.11	86.11
10655776	23-JAN-13	GUEST SRVCS TRA	160.00	0.00	23.68	183.68
TA0348901	25-JAN-13	T/A COMMISSIONS	120.46	0.00	17.73	138.19
1348901	25-JAN-13	GDS & INTERNET	132.75	0.00	19.52	152.27

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	TR0348901	25-JAN-13	TMC / CONSORTIA		69.57	0.00	10.22	79.79
	TC0348901	25-JAN-13	T/A COMM SERVIC		10.54	0.00	1.54	12.08
	TM0348901	25-JAN-13	MEMBER BENEFIT		20.14	0.00	2.94	23.08
	42411603	31-JAN-13	5022A-BRILLIANT		255.26	17.87	39.33	312.46
	42428411	31-JAN-13	Accrual-1211A-T *		525.68	0.00	75.73	601.41
	42411728	31-JAN-13	5066A-DIRECWAY		160.00	11.20	24.64	195.84
	42411371	31-JAN-13	5515A-DAILY GUE		298.08	0.00	42.92	341.00
	42429591	31-JAN-13	Accrual-1000A-R *		591.39	0.00	85.17	676.56
			Sub Total		3452.79	29.07	520.44	4002.30
FEB-2013	10656860	06-FEB-13	GUEST SATISFACT		107.48	0.00	15.17	122.65
	10656858	06-FEB-13	GUEST SRVCS TRA		160.00	0.00	22.56	182.56
	10657336	14-FEB-13	GUEST SATISFACT		113.80	0.00	15.59	129.39
	27043921	22-FEB-13	WYNREWARDS 5%		54.50	0.00	7.24	61.74
	1355468	25-FEB-13	GDS & INTERNET		48.25	0.00	6.34	54.59
	TM0355468	25-FEB-13	MEMBER BENEFIT		9.24	0.00	1.21	10.45
	TA0355468	25-FEB-13	T/A COMMISSIONS		54.39	0.00	7.16	61.55

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TR0355468	25-FEB-13	TMC / CONSORTIA	11.89	0.00	1.55	13.44
TC0355468	25-FEB-13	T/A COMM SERVIC	4.77	0.00	0.61	5.38
42439879	28-FEB-13	5066A-DIRECWAY	160.00	11.20	22.25	193.45
42440961	28-FEB-13	5022A-BRILLIANT	255.26	17.87	35.51	308.64
42460552	28-FEB-13	Accrual-1211A-T *	101.24	0.00	13.17	114.41
42460551	28-FEB-13	Accrual-1000A-R *	113.90	0.00	14.83	128.73
42440247	28-FEB-13	5515A-DAILY GUE	298.08	0.00	38.74	336.82

Sub Total	1492.80	29.07	201.93	1723.80
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MAR-2013	27044642	22-MAR-13	WYNREWARDS 5%	16.50	0.00	1.99	18.49
	1362206	26-MAR-13	GDS & INTERNET	17.75	0.00	2.11	19.86
	TC0362206	26-MAR-13	T/A COMM SERVIC	2.77	0.00	0.31	3.08
	TA0362206	26-MAR-13	T/A COMMISSIONS	36.99	0.00	4.30	41.29
	TR0362206	26-MAR-13	TMC / CONSORTIA	3.50	0.00	0.39	3.89
	42486980	31-MAR-13	Actual-1000A-RO	267.40	0.00	52.41	319.81
	42471178	31-MAR-13	5066A-DIRECWAY	160.00	11.20	19.59	190.79

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Report Date : 02-JAN-14

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
 Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
 As of Date: 02-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42468986	31-MAR-13	5515A-DAILY GUE	298.08		0.00	34.13	332.21
	42469252	31-MAR-13	5022A-BRILLIANT	255.26		17.87	31.27	304.40
	42486981	31-MAR-13	Actual-1211A-TT	237.69		0.00	46.58	284.27
	Sub Total			1295.94		29.07	193.08	1518.09

APR-2013	30782370	05-APR-13	GLOBAL CONFEREN	1049.00	0.00	47.74	1096.74
	10666952	18-APR-13	GUEST SATISFACT	35.00	0.00	3.70	38.70
	10666761	18-APR-13	GUEST SRVCS TRA	160.00	0.00	16.88	176.88
	30788711	22-APR-13	GDS BILLING COR	(15.75)	0.00	0.00	(15.75)
	27045045	22-APR-13	WYNREWARDS 5%	13.00	0.00	1.36	14.36
	TA0368429	23-APR-13	T/A COMMISSIONS	27.00	0.00	2.80	29.80
	1368429	23-APR-13	GDS & INTERNET	18.75	0.00	1.93	20.68
	TC0368429	23-APR-13	T/A COMM SERVIC	2.01	0.00	0.20	2.21
	TR0368429	23-APR-13	TMC / CONSORTIA	9.45	0.00	0.98	10.43
	42519240	30-APR-13	Actual-1000A-RO	637.91	0.00	64.19	702.10
	42500261	30-APR-13	5515A-DAILY GUE	298.08	0.00	29.65	327.73
	42501085	30-APR-13	5066A-DIRECWAY	160.00	11.20	17.03	188.23
	42519406	30-APR-13	Actual-1211A-TI	567.03	0.00	57.05	624.08
	42499112	30-APR-13	5034A-WYNGUEST	425.00	29.75	45.25	500.00

Sub Total

3386.48

40.95

288.76

3716.19

MAY-2013	27045865	22-MAY-13	WYNREWARDS 5%	(8.50)	0.00	0.00	(8.50)
	42551733	31-MAY-13	Actual-1211A-TI	663.50	0.00	54.67	718.17
	42551732	31-MAY-13	Actual-1000A-RO	746.43	0.00	61.50	807.93
	42532478	31-MAY-13	5066A-DIRECWAY	160.00	11.20	14.37	185.57
	42532090	31-MAY-13	5034A-WYNGUEST	425.00	29.75	38.20	492.95
	42534657	31-MAY-13	5515A-DAILY GUE	298.08	0.00	25.04	323.12

Sub Total

2284.51

40.95

193.78

2519.24

JUN-2013	30806253	13-JUN-13	ONLINE LRNG LIB	60.00	0.00	4.65	64.65
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ITEMIZED STATEMENT

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Mon-Year	Invoice No	Invoice Date	Description	Accrued Billing	Amount Tax	FinanceCharges	Total
	TM0385560	20-JUN-13	MEMBER BENEFIT	8.40	0.00	0.63	9.03
	27046463	22-JUN-13	WYNREWARDS 5%	32.98	0.00	2.40	35.38
	10682304	28-JUN-13	GUEST SATISFACT	(65.00)	0.00	0.00	(65.00)
	42557767	30-JUN-13	5066A-DIRECWAY	160.00	11.20	11.81	183.01
	42580666	30-JUN-13	Actual-1211A-TI	717.71	0.00	50.04	767.75
	42580665	30-JUN-13	Actual-1000A-RO	807.42	0.00	56.30	863.72
	42557824	30-JUN-13	5515A-DAILY GUE	298.08	0.00	20.56	318.64
	42556214	30-JUN-13	5034A-WYNGUEST	425.00	29.75	31.38	486.13
			Sub Total	2444.59	40.95	177.77	2663.31
JUL-2013	10680848	04-JUL-13	GUEST SATISFACT	65.00	0.00	4.37	69.37
	10685249	18-JUL-13	GUEST SRVCS TRA	160.00	0.00	9.60	169.60
	10684777	18-JUL-13	GUEST SATISFACT	73.95	0.00	4.44	78.39
	27047114	22-JUL-13	WYNREWARDS 5%	53.80	0.00	3.12	56.92
	42592161	31-JUL-13	5034A-WYNGUEST	425.00	29.75	24.33	479.08
	42592598	31-JUL-13	5066A-DIRECWAY	160.00	11.20	9.16	180.36
	42607310	31-JUL-13	Actual-1000A-RO	859.10	0.00	46.31	905.41
	42593918	31-JUL-13	5515A-DAILY GUE	298.08	0.00	15.94	314.02
	42607311	31-JUL-13	Actual-1211A-TI	763.65	0.00	41.16	804.81
			Sub Total	2858.58	40.95	158.43	3057.96
AUG-2013	10689691	01-AUG-13	GUEST SATISFACT	137.95	0.00	7.31	145.26
	10688581	01-AUG-13	GUEST SRVCS TRA	160.00	0.00	8.48	168.48
	30829090	22-AUG-13	On Site Fee	100.00	0.00	4.55	104.55
	27047838	22-AUG-13	WYNREWARDS 5%	69.48	0.00	2.95	72.43
	TC0395029	23-AUG-13	T/A COMM SERVIC	4.29	0.00	0.18	4.47
	1395029	23-AUG-13	GDS & INTERNET	26.20	0.00	1.10	27.30
	TR0395029	23-AUG-13	TMC / CONSORTIA	2.97	0.00	0.12	3.09
	TA0395029	23-AUG-13	T/A COMMISSIONS	35.15	0.00	1.47	36.62
	TM0395029	23-AUG-13	MEMBER BENEFIT	17.64	0.00	0.73	18.37
	42619811	31-AUG-13	5066A-DIRECWAY	160.00	11.20	6.50	177.70
	42620281	31-AUG-13	5515A-DAILY GUE	298.08	0.00	11.33	309.41
	42640789	31-AUG-13	Actual-1211A-TI	934.13	0.00	35.29	969.42

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42619241	31-AUG-13	5034A-WYNGUEST		425.00	29.75	17.28	472.03
	42640788	31-AUG-13	Actual-1000A-RO		1050.90	0.00	39.70	1090.60
			Sub Total		3421.79	40.95	136.99	3599.73
SEP-2013	10700459	12-SEP-13	GUEST SRVCS TRA		160.00	0.00	5.12	165.12
	10699797	12-SEP-13	GUEST SATISFACT		62.00	0.00	1.98	63.98
	27048954	22-SEP-13	WYNREWARDS CROT		(45.00)	0.00	0.00	(45.00)
	27049157	22-SEP-13	WYNREWARDS 5%		92.51	0.00	2.50	95.01
	TR0408330	25-SEP-13	TMC / CONSORTIA		12.77	0.00	0.32	13.09
	TC0408330	25-SEP-13	T/A COMM SERVIC		9.85	0.00	0.25	10.10
	TA0408330	25-SEP-13	T/A COMMISSIONS		131.35	0.00	3.35	134.70
	1408330	25-SEP-13	GDS & INTERNET		31.75	0.00	0.81	32.56
	42647070	30-SEP-13	5515A-DAILY GUE		298.08	0.00	6.85	304.93
	42643308	30-SEP-13	5066A-DIRECWAY		160.00	11.20	3.94	175.14
	42649554	30-SEP-13	5034A-WYNGUEST		425.00	29.75	10.46	465.21
	42667942	30-SEP-13	Actual-1211A-TI		1029.21	0.00	23.67	1052.88
	42667940	30-SEP-13	Actual-1000A-RO		1157.86	0.00	26.63	1184.49
			Sub Total		3525.38	40.95	85.88	3652.21
OCT-2013	10704512	10-OCT-13	GUEST SATISFACT		60.00	0.00	1.08	61.08
	10704610	10-OCT-13	GUEST SRVCS TRA		160.00	0.00	2.88	162.88
	27049593	22-OCT-13	WYNREWARDS 5%		33.12	0.00	0.40	33.52
	TC0415011	25-OCT-13	T/A COMM SERVIC		7.80	0.00	0.08	7.88
	TM0415011	25-OCT-13	MEMBER BENEFIT		8.80	0.00	0.09	8.89
	TA0415011	25-OCT-13	T/A COMMISSIONS		95.38	0.00	1.00	96.38
	TR0415011	25-OCT-13	TMC / CONSORTIA		19.58	0.00	0.21	19.79

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1415011	25-OCT-13	GDS & INTERNET	100.80	0.00	1.06	101.86
10709120	31-OCT-13	GUEST SATISFACT	206.90	0.00	1.55	208.45
10708154	31-OCT-13	GUEST SRVCS TRA	160.00	0.00	1.20	161.20
10708311	31-OCT-13	GUEST SRVCS TRA	160.00	0.00	1.20	161.20
42697382	31-OCT-13	Actual-1211A-TI	1378.81	0.00	10.34	1389.15
42697381	31-OCT-13	Actual-1000A-RO	1551.16	0.00	11.63	1562.79
42681141	31-OCT-13	5066A-DIRECWAY	160.00	11.20	1.28	172.48

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## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
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 As of Date: 02-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42681357	31-OCT-13	5515A-DAILY GUE	298.08		0.00	2.24	300.32
	42681623	31-OCT-13	5034A-WYNGUEST	425.00		29.75	3.41	458.16
	10708882	31-OCT-13	GUEST SATISFACT	55.00		0.00	0.41	55.41
	30852469	31-OCT-13	DIRECWAY	(160.00)		(11.20)	0.00	(171.20)
	30852539	31-OCT-13	DIRECWAY	(160.00)		(11.20)	0.00	(171.20)
			Sub Total	4560.43		18.55	40.06	4619.04
NOV-2013	10710521	14-NOV-13	GUEST SRVCS TRA	160.00		0.00	0.08	160.08
	10710434	14-NOV-13	GUEST SATISFACT	103.45		0.00	0.05	103.50
	30856924	20-NOV-13	DIRECWAY	160.00		11.20	0.00	171.20
	TA0421696	21-NOV-13	T/A COMMISSIONS	93.48		0.00	0.00	93.48
	TR0421696	21-NOV-13	TMC / CONSORTIA	25.19		0.00	0.00	25.19
	1421696	21-NOV-13	GDS & INTERNET	38.30		0.00	0.00	38.30
	TC0421696	21-NOV-13	T/A COMM SERVIC	7.44		0.00	0.00	7.44
	27050723	22-NOV-13	WYNREWARDS 5%	41.50		0.00	0.00	41.50
	42727714	30-NOV-13	Accrual-1211A-T *	746.16		0.00	0.00	746.16
	42727713	30-NOV-13	Accrual-1000A-R *	839.43		0.00	0.00	839.43

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42709238	30-NOV-13	5515A-DAILY GUE	298.08	0.00	0.00	298.08
30864720	30-NOV-13	Q/A REINSPECTIO	1900.00	0.00	0.00	1900.00
42711391	30-NOV-13	5034A-WYNGUEST	425.00	29.75	0.00	454.75
Sub Total			4838.03	40.95	0.13	4879.11

DEC-2013	27050946	22-DEC-13	WYNREWARDS 5%	4.20	0.00	0.00	4.20
	1428604	27-DEC-13	GDS & INTERNET	24.20	0.00	0.00	24.20
	TC0428604	27-DEC-13	T/A COMM SERVIC	8.03	0.00	0.00	8.03
	TM0428604	27-DEC-13	MEMBER BENEFIT	8.40	0.00	0.00	8.40
	TA0428604	27-DEC-13	T/A COMMISSIONS	98.71	0.00	0.00	98.71
	TR0428604	27-DEC-13	TMC / CONSORTIA	3.32	0.00	0.00	3.32
	42734172	31-DEC-13	5034A-WYNGUEST	425.00	29.75	0.00	454.75
	42754715	31-DEC-13	Accrual-1211A-T *	807.40	0.00	0.00	807.40
	42754713	31-DEC-13	Accrual-1000A-R *	908.33	0.00	0.00	908.33
	42734113	31-DEC-13	5515A-DAILY GUE	298.08	0.00	0.00	298.08

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Report Date : 02-JAN-14

## ITEMIZED STATEMENT

Customer No : 07899-82109-05-TRA  
Address : 2735 ROUTE 22 WEST, UNION, NJ, 07083-8504, US  
As of Date: 02-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
Sub Total				2585.67	29.75	0.00	2615.42	
Grand Total				75430.77	859.76	13023.32	89313.85	

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1/2/2014

**DE-IDENTIFICATION PROCEDURES**

**You must complete each of the following within 10 days after the Termination Date:**

1. Remove, replace or cover with an opaque cover the primary Facility signage.
2. Remove all interior signage that contains Travelodge Marks.
3. Change advertising billboards to remove Travelodge Marks.
4. Stop answering Facility telephone as Travelodge guest lodging facility.
5. Remove Travelodge name and Marks from any domain name, advertising and brochures.
6. Return to us all confidential operations and training manuals.
7. Remove the Travelodge name and Marks from the following items:
  - Stationery, pads and pens
  - Directories and brochures
  - Business cards
  - Folios and registration cards
  - Do-not-disturb cards
  - Comment cards
  - Telephone plates
  - Telephone dialing instructions
  - TV channel ID plates
  - Rate/law cards
  - Door signage
  - Soap/shampoo
  - Key tags
  - Credit card imprinter
  - Laundry bags
  - Name tags/uniforms
  - Ice buckets/trays
  - Ashtrays/matches
  - Plaques
  - Guest checks/receipts
  - Menus
8. Paint over or remove any distinctive Travelodge trade dress, paint schemes or architectural features.
9. It is prohibited to re-name the Facility with a confusingly similar name or color scheme as a Travelodge facility.
10. Our quality assurance inspectors will visit the Facility at any time after 10 days after the Termination Date to verify that you have performed these de-identification obligations.



## UPS CampusShip: Shipment Receipt

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## Shipment Receipt

Transaction Date: 26 Dec 2013

Tracking Number:

1Z22445X0199671347

**1** Address Information

<b>Ship To:</b> Bapu Corp Harshad Patel Travelodge 2735 Route 22 West UNION NJ 070836523 Telephone:(908) 687-8600	<b>Ship From:</b> Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	<b>Return Address:</b> Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236
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**2** Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696 Reference # 2 - Reference # 3 -

**3** UPS Shipping Service and Shipping Options

<b>Service:</b>	UPS Next Day Air
<b>Guaranteed By:</b>	10:30 AM Friday, Dec 27, 2013
<b>Shipping Fees Subtotal:</b>	21.27 USD
Transportation	19.25 USD
Fuel Surcharge	2.02 USD

**4** Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	21.27 USD
Negotiated Total:	6.74 USD

Note: Your invoice may vary from the displayed reference rates.

\* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.